

# Bulletin

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University of Toronto

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Supplement



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## Making Crime: A study of detective work

Crime can be seen as a bureaucratic product, manufactured by police, says author of criminology study

by Susan Swan

Detectives have enormous power to "make" crime following bureaucratic recipes which they routinely apply to suspects to achieve the outcome they want, according to a Centre of Criminology study of Ontario police detectives.

The five-year study, whose purpose was to examine detective discretion in terms of the way they use the law and police resources to construct police accounts, was conducted by Richard Ericson, professor of criminology and sociology, and Hans Helder, a former MA student in criminology.

Ericson published the findings this April in a book entitled *Making Crime: A Study of Detective Work* (Butterworths). The detectives were members of a regional force in a municipality outside Toronto, but the name of the force has been withheld from Ericson's book as a result of a recent agreement between the University of Toronto and the detectives' board of police commissioners. To obtain their data, Ericson and Helder took turns riding in cruisers with two-man detective teams over an 11-month period. They observed briefing sessions, interviewed police, analyzed documents, sat in the office as detectives typed reports, witnessed searches and charging, viewed or heard many in-station interrogations concerning 295 cases in which detectives charged 56 of 96 suspects.

The results of their first-hand observations have led Ericson to conclude that detectives have an arsenal of weapons on their side to ensure cooperation from the victim and build the criminal case against the accused. These weapons include low

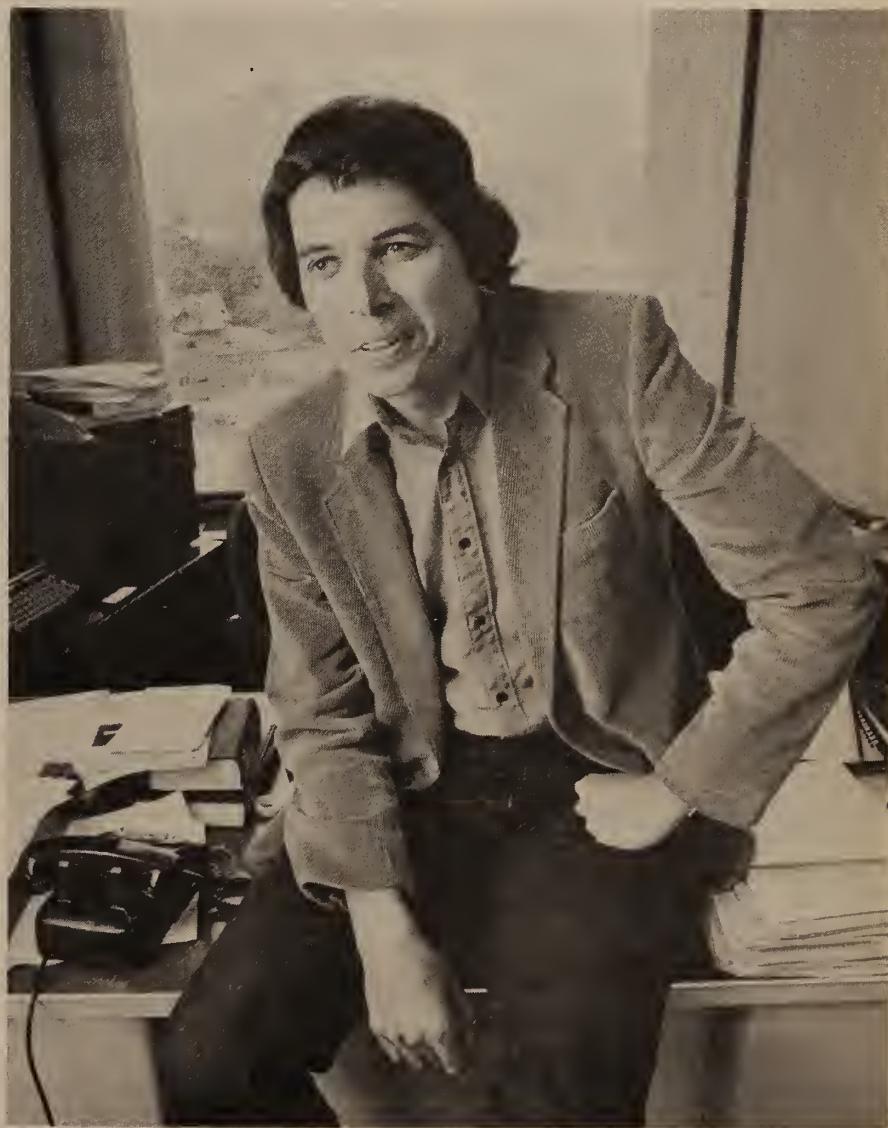
visibility (police superiors and the public generally don't see detectives construct criminal charges), the organization of the courts, the legal system, and even the Canadian criminal code which Ericson found serves police first and foremost in letter and practice.

Ericson also found most criminal cases cannot be solved. Unless a suspect is identified by others, police have little chance of catching the criminal. But detectives will use intentional and elaborate ploys to make a complainant think they are hard at work on his case.

According to Ericson, detectives used a variety of techniques to "cool out" the victim — pleading an over-load of cases (without admitting many of those cases will be filed without investigation); indirectly blaming victims by suggesting their security was deficient; placing a phone call to a victim a few weeks after the crime to make it look as if the investigation is underway when the phone call is the last thing done on a case about to be filed and forgotten.

Detectives are no different from other bureaucrats who find a way to manipulate appearances so the public will think they are doing their job, says Ericson. The common practice among detectives was to investigate cases where a suspect had been identified. In cases without suspects, Ericson found detectives did little or nothing, even when they had nothing more pressing to do. Detectives relied on the chance an informant might turn up, but this was not seen as something they could cultivate.

Continued on Page 2



Richard Ericson

## Advanced research institute should be a private corporation separate from University, recommends task force on feasibility of IAS

by Pamela Cornell

A proposed Canadian Institute for Advanced Research (CIAR) (formerly known as the Institute for Advanced Studies) should be administratively and financially separate from U of T but would probably want to become a tenant of the University — paying "a reasonable fee" for use of laboratories, libraries, computer facilities and office space, as well as for services received from the University's workshops or press.

A task group, appointed by President James Ham to do a feasibility study, has recommended that the University support such a scheme in principle but not be a direct participant in establishing the institute.

The CIAR must be a private corporation, free to set its own goals and priorities, says the report of the task group headed by Professor Robin Armstrong, chairman of the physics department. Another necessity cited by the report is

that the CIAR have a substantial income, with as few restrictions on it as possible — in other words, a large endowment fund.

Financing would come primarily from the private sector, with fundraising efforts "concentrating on sources the University has been largely unsuccessful in tapping". A charter is currently being sought so CIAR organizers may begin soliciting tax-deductible donations.

Originally proposed by School of Graduate Studies dean John Leyerle, the

institute would promote high quality research by allowing scholars and scientists to pursue their investigations free from the demands of undergraduate teaching and administrative duties.

Its core would be a small group of "senior fellows" — world-class researchers entering, or already in, the most productive stages of their careers — who would be paid by the institute and

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## Making Crime

Continued from Page 1

"Despite their glamorous image, detectives spend half their time in the office typing accounts that will justify their actions on investigations," says Ericson. "Their job is not exactly Sherlock Holmes investigative work."

The title of his study, *Making Crime*, reflects his analysis that crime can be conceived of as a bureaucratic product manufactured by police to justify their organization. His view is part of a body of modern criminological thought which asserts that the criteria for a crime are defined by those with social and political power and police act in part as "agents of control", targeting the groups which conduct activities that are threatening to the powerful.

Both victim and accused are at a disadvantage because they typically do not know "the recipe knowledge" which the police depend on during the investigation and charging of suspects, says Ericson. Just as the victim can be "cooled out" by a telephone call from detectives who plead an over-load of cases instead of admitting there is little police can do, accused can be threatened with stiff maximum sentences under the Canadian criminal code during interrogations and not realize these penalties are rarely enforced to their limits. And threats of stiff maximums are conducive to making the accused think a guilty plea is less risky than contesting the charges, he says.

The law permits police to lay multiple charges arising from one situation even though in some cases a conviction cannot be obtained on more than one charge. So detectives do this, ensuring a strong position for the prosecution when it comes to bargaining with the defence lawyer over which charge will be applied to the accused, Ericson found.

In practice, Ericson says, detectives use charges for leverage. When a case reaches court, some charges are withdrawn in exchange for a guilty plea on one charge, or charges are withdrawn in exchange for information about another case or for a return of stolen property.

Of the 56 accused in his study, 45 pleaded guilty without contesting the case through trial. Moreover, excluding two who failed to appear in court and four who had charges withdrawn, in the end, 48 of the remaining 50 accused were convicted.

"The way detectives do things routinely produces a conviction. And a guilty plea has the advantage for the police of making it unlikely that the judge will inquire into how the detectives constructed the case," says Ericson.

Ericson also found detectives are highly skilled at manipulating interrogations so suspects don't find out they have a right to keep silent and see a lawyer until police get a verbal confession. (In Canada, there is no law obliging police to inform a suspect of his rights although these rights are prescribed in our legal doctrine.)

For instance, Ericson found it was a common practice among detectives to provide the "right to silence" caution after the suspect agreed to give a written statement. If the suspect refused to give

a written statement, the police could still use any verbal evidence against him in court if the judge decided it was admissible. If the suspect agreed to a written statement, detectives could avoid cautioning him about his right to silence and leave it up to the suspect to notice the caution typed on the form used for the written statement.

In Ericson's sample, only 13 of 96 suspects were known to have received "right to silence" cautions prior to the point of interrogation. And of 39 suspects from whom confessions were obtained, 35 gave written statements.

Similarly, Ericson found detectives often deflected requests from suspects for a lawyer until interrogation was well underway, and only one of 96 in his sample was told by police he had that right.

However, only 19 of 96 suspects asked to see a third party, and only six of these asked to see a lawyer. Ericson says the low number of requests indicates the docile way suspects accept police authority.

Ericson believes that more legal protection would not necessarily affect police practices because police find ways to use the law for their own ends. In the US, where cautions of silence are legally required by police at the point of arrest, criminology studies have found the majority of suspects weren't informed of their right or were informed in such a way that suspects didn't know what police meant, Ericson says.

The law regarding searches is also weighted on the side of police, according to Ericson. Although legal doctrine guarantees Canadian citizens protection against "unreasonable and arbitrary searches" by police, Ericson says police legally circumvent obtaining a warrant by getting consent for a search from the suspect who rarely refuses a police request.

As an alternative to asking consent, officers may obtain a search warrant from a Justice of the Peace who, in effect, "rubber stamps" search warrants. In 39 of 41 requests for a warrant, Ericson found JPs granted the warrants without asking why the detectives wanted them.

"Justices of the Peace don't have the time or the resources to investigate the reasons for the search given by the detective," Ericson points out, "and the detective has plenty of freedom to construct reasons because the way he works isn't viewed by the public or police superiors."

In most cases detectives had developed long-standing relationships with certain JPs whose cooperation occasionally meant allowing the detectives to forge the signatures on warrants, Ericson says. On one occasion, he says, two detectives went to five addresses, looking for a suspect, and anticipating resistance from some occupants, took along some unsigned search warrants and "left-handed" them (signed a JP's name). He says these warrants were later logged in the divisional records, and the two Justices of the Peace whose names were used were contacted and their collaboration gained. In another instance detectives arrived at an address for a search only to find the JP had dated the search warrant but forgotten to sign it. "Just like the old days, left-handing a warrant," Ericson reports one of the detectives remarking as he signed the JP's name and proceeded to search.

In part, Ericson says he was not surprised by his findings because he believes the criminal justice system is not an even-handed adversarial system, pitting adversaries of equal resources against one another.

"Many social scientists spend time trying to document social discrepancies," says Ericson, "but we took it for granted there would be discrepancies because they are built right into the system."

"Under an equitable system, you

might have mobile legal defence counsels who would be available in minutes to assist the suspect. And why not have a computer information bank which the suspect could call for a record of the police officer he's talking to?

"Under an equitable system, the suspect would have the right to complete silence, all accused would plead not guilty, and persons found not guilty would be compensated."

"If this sounds absurd, it's because the legal system is not about providing equality of resources. It's about controlling particular activities in virtually any way that can be achieved."

Under the current system, Ericson says police receive 66 percent of criminal control spending, courts and correctional agencies approximately 32 percent, and legal aid 1.6 percent.

Ericson believes Canadians are over-policed. *Making Crime* notes that in 1977-78, public police expenditure in

is not outside the canons of law, notwithstanding the difficulty that such limitation may pose for the research enterprise."

Ericson has written a three-page rebuttal following the police response, in which he says he can't understand the police comment about detectives' practical jokes. He says he and Helder were experienced enough with the field to realize when detectives were joking. "We know that detectives are highly skilled at constructing cases, but are they skilled enough to accomplish such massive deception?" Ericson writes.

If so, he asks if the board is claiming that false follow-up reports and other documents manufactured to deceive researchers are part of the permanent records at police headquarters and in court, since all documents at the researchers' disposal were photocopied with permission after the completion of the fieldwork.

"The police wanted me to do something that would show their work in the most favourable light — even down to the individual case," Ericson says, "But that's not my role. My role is to understand the organization of policing."

Dean of the School of Graduate Studies John Leyerle says he feels it was unfortunate that the police didn't like the conclusions of Ericson's study, but says Ericson is established as a careful and sound researcher and *Making Crime* has had good, supportive statements from academics in the US and England who reviewed unpublished drafts.

"In my opinion, the methodology and scholarship of Professor Ericson are fully in accord with professional research standards of this university," Dean Leyerle said. "Whether or not one agrees with his conclusions is another matter and one in which the police disagree with most other readers of his work."

*Making Crime* is one of nine major studies and six sub-studies which make up a multi-disciplinary research project on the criminal justice system in operation in one Ontario jurisdiction. Anthony Doob, director of the Centre of Criminology, says the project is the first in North America and England to study the criminal justice system as a whole. Two other members of the project team, Peter Solomon, Jr., professor of political economy and sociology, and Bernard Dickens, professor of law, are completing studies on the implications of research done by Ericson and others.

The project was begun in 1976 and funded by the Donner Canadian Foundation, the Connaught Fund, the Social Sciences & Humanities Research Council, the Department of Justice, and the Ministry of the Solicitor General, with grants totalling \$1,417,342.

Another study by Ericson, *Reproducing Order: A Study of Police Patrol Work*, will be published by the University of Toronto Press in March. A third study, *The Ordering of Justice: A Study of Accused Persons as Dependents in the Criminal Process*, has been co-authored with Patricia Baranek, a research associate at the centre.

Permission to research the detective and mobile police patrols was given by police in a 1976 agreement between U of T and the police board.

## Meeting the news media

Guidelines for responding to newspaper, radio and television reporters, prepared by the public relations office for U of T faculty and staff, are now available.

If you wish a copy of the brochure, please contact Nona Macdonald or Mary King at 978-2103 or 978-2105.

## LIAISON OFFICER

The Association for Part-time Undergraduate Students, University of Toronto, requires a Liaison Officer with high level of written and verbal skills. Duties include providing a critical review of reports, preparation of briefs and liaison with members of the university community. Please submit resume by June 15 to: APUS, Room 1089, 100 St. George St., Toronto M5S 1A1.





D. HARFORD

**It's taken about nine years, but the wait for a proper library for Scarborough College appears to be nearly over.** The ground was officially broken for the new facility June 2. Taking part in the ceremony were Thomas P. Abel, co-chairman of the Library Building Campaign, Ted Grinstead, president of the Scarborough College Students' Council, MPP Margaret Birch (Scarborough East), provincial secretary for social development, President James Ham and Sheldon Leith and John Wright, former students' council presidents. Leith was instrumental in organizing the referendum in which Scarborough College students pledged \$400,000 for the library. Wright made presentations to the provincial government and Governing Council. The Ontario government is contributing \$1 million; the University's share of the cost will be in excess of \$1 million; and private donations will account for the remainder of the \$2,800,000 the library is expected to cost.

## Sid Smith secretaries protest loss of lounge

The impending loss of a "secretaries' lounge" and the perceived indifference of the dean's office in the Faculty of Arts & Science has aroused anger among female members of the non-academic staff in Sidney Smith Hall.

For the past 20 years, women staff — primarily from the history and anthropology departments — have eaten their lunches in the lounge and used it as a private place to put their feet up or to lie down for a few minutes. Now the room is scheduled to be converted into two offices for Professor Milton Israel, who returns to the University from India July 1 to head the newly-formed Centre for South Asian Studies.

In place of the lounge, the women have been offered a small, windowless ante-room, adjacent to a fifth-floor washroom, and through which all traffic to the washroom must pass.

Since many of the non-academic offices in Sidney Smith are without windows, the women regard access to sunlight at lunchtime as essential to morale, says Wanda Barrett, graduate secretary in the anthropology department. She adds that, unlike faculty members, support staff must be in their offices from nine to five, five days a week.

For those finding the ante-room an objectionable place to eat lunch, Bob Pugh, associate dean of the faculty, has suggested they go to the fifth floor cafeteria, used mainly by students.

That cafeteria is already taxed to the limit at peak hours, says Barrett, so there's not much room for relaxation and it's too noisy to read.

Moreover, that cafeteria will soon be closed and replaced by a second floor room less than half the size. For at least a year, that will be Sidney Smith Hall's only cafeteria while new facilities are constructed on the southwest end of the building.

Pugh also suggested that the women from history and anthropology use the faculty lounge in the history department. However, the women say there's an unwritten rule reserving the lounge for faculty use only. In any case, they are reluctant to use a room where there's always the chance one of their "bosses" will come over and say: "Look, I know you're on your lunch break but this will only take a minute . . ."

Bill Callahan, chairman of the history department (of which Milton Israel is a member), strongly urged Dean Arthur Kruger in a memo to seek alternate accommodation for Prof. Israel's office.

"This building is like a sardine can," says Kruger. "We used to play musical offices when professors went on sabbatical but they can't afford to go away any more so their offices aren't coming free."

On April 27, Barrett wrote to the dean stating the women's concerns and backing up her statement with 61 signatures from staff members. When no reply had been received by May 29, she called Kruger but was referred to Pugh. She describes that conversation as "unsatisfactory".

"He wasn't unpleasant but I had the impression that the lounge business was a *fait accompli* and it didn't make any difference what we felt or had said.

"And although he'd answered Prof. Callahan's memo three days after it had been sent, he never did reply to our petition — not even a phone call to say it had been passed along to him by Dean Kruger."

At press time, a letter was on its way from Pugh to Barrett. In it, he said he was still unable to reverse the decision regarding the closing of the lounge and added that the process of converting the room into two offices would begin in the very near future.

"We have carefully examined all the options available to meet the needs of the departments in this building; as yet we have no solution to the lounge problem but we are continuing to look for space outside of Sid Smith for Prof. Israel's centre and for alternative space inside Sid Smith for the lounge. I am still hopeful that something will turn up."

"As you are probably aware, we are suffering from a severe shortage of space. So far, I have received requests from departments for approximately 30 additional offices for September 1981. Still to come are requests from several other departments."

The issue of the secretaries' lounge will be discussed further at the June 9 meeting of the Committee on Accommodation Facilities.

## U of T standing firm against entrance scholarships for athletes

by Susan Swan

**A**s a first step towards an official policy on athletic scholarships — a controversial issue among Canadian universities — the administration has proposed that U of T teams continue to compete against universities offering entrance awards, but University athletic awards still not be given to incoming students on this campus.

The University position differs from that of the Ontario Universities' Athletic Association (OUSA) which opposes playing other Canadian universities offering scholarships to their student athletes.

The policy guidelines, expected to go before Governing Council this fall, appear in a memo from W.E. Alexander, vice-president, personnel and student affairs, to Bud Fraser, director of the Department of Athletics & Recreation. Alexander's memo, which would permit University teams to play in national championships, differentiates between first-party and third-party awards.

First-party awards are those given by a university to its student athletes. Third-party awards are those given by a corporation or government body to an individual on the condition that he attend the university of his choice. According to the guidelines set down in Alexander's memo, third-party awards will continue to be acceptable at U of T, but first-party entrance awards won't be permitted.

First-party awards are commonly associated with abuses in the US where many coaches offer the awards to incoming students in order to recruit top athletes. Corrupt administrative practices, such as illegally raising marks to keep players eligible, are also associated with the awards.

The U of T guidelines suggest that some first-party awards can be given, provided the following conditions are met:

- that students have been at the University for one academic year
- that funds for the awards come from donations and not from University income, fees, or other non-donated revenues such as the budget of the Department of Athletics & Recreation
- the selection of winners would be made by a broadly based athletic committee instead of individual coaches or administrators
- criteria for the awards must be precisely defined and may state that one of the criteria for considering donations would be that both male and female athletes be eligible for the awards

U of T already has a few small first-party awards for athletes, such as the Marie Parkes award of \$267 to a female student in recognition of her academic standing, participation in intramural and intercollegiate sport and her financial need. There are also T-Holders' awards to the outstanding male and female athletes. At present, the male receives \$500 and the female gets a plaque, but at reorganization meetings this fall, the U of T Women's T-Holders' Association will consider funding a financial prize. The new guidelines, which will be referred to the Admissions & Awards Subcommittee, will make it possible to create additional awards with more money for athletes already in attendance at the University.

Commenting on the guidelines, President James Ham told the *Bulletin* that it has always been a policy at U of T to oppose first-party entrance scholarships.

He said the administration will continue to oppose such awards because the University wishes to avoid "the

abominable practices" that occur in the US.

"I hope those abuses, with a resulting drop in academic standards, are something nobody in this country wants to promote," the President said.

He pointed out that the underlying critical issue in the debate is whether universities begin to compete with each other in attracting athletes rather than students.

"You don't come to the University to be an athlete," President Ham said. "Athletics are a significant part of extra-curricular activities and we can rejoice in students' prowess in those areas."

"I greatly support amateur athletics," the President continued, "but personally I deeply regret that a few Canadian universities have started to recruit athletes rather than students."

"The last thing I have any interest in is to see us get into professional sports. And once you give entrance awards, then you're on the road to professionalism."

(President Ham, no stranger to sports, is a self-confessed hockey nut. He played shinny hockey in high school, "lower league intramural stuff" while a student at U of T during the Second World War, and coached minor league hockey in the North Toronto Hockey League between 1969 and 1973.)

Until last year all Canadian universities except Simon Fraser officially opposed first-party entrance awards. Then, the Canadian Interuniversity Athletic Union (CIAU) approved in principle a motion allowing universities to offer first-party scholarships. Implementation of the new policy was postponed when Ontario athletic directors asked for a year to study the issue.

In April, the Department of Athletics & Recreation Council came up with a proposal suggesting that the University give first-party awards to students who have spent a year at U of T.

As well, the department proposal asked that in the review of bursary applications recognition be made of the fact that athletes often can't take summer or part-time jobs because they must train during the summer and on week-ends and evenings during the academic year.

Fraser says it's reasonable to give athletic awards to students who have been a year at the University because such a policy recognizes their achievement but avoids an award system which could be used for recruiting.

"Good athletes are students who excel in part of university life and they should be recognized for it. There's nothing wrong with athletics either. It's part of our culture and I say that as a good Presbyterian."

The new guidelines are a response to the department's proposal. The awards issue is expected to come to a head at the CIAU annual meeting when the organization will attempt to formulate a co-existence policy. The CIAU hopes to appease the two Ontario university sporting associations, the OUA and the Ontario Women's Intercollegiate Athletic Association (OWIAA). The OWIAA has voted along the lines of the U of T guidelines and is prepared to play in national championships against schools which give entrance scholarships. The OUA meets today at U of T to finalize its position, which to date has been contrary to the U of T guidelines. Some universities threatened to withdraw from the CIAU because they are opposed to first-party entrance awards.

# Research News

## SSHRC Assistance to International Conferences Held in Canada

This new program of the Social Sciences & Humanities Research Council provides grants to conferences of major international scholarly organizations when these are held in Canada. Applicants must be Canadian citizens officially sponsored by a recognized international scholarly organization whose principal objective is the furtherance of advanced research in the humanities and social sciences. Grants may be used to meet travel and subsistence costs of participants as well as organizational and administrative expenses of the conference.

There is one competition per year with a deadline date at the agency of July 1. For further information, telephone ORA at 978-2163.

## Secretary of State Canadian Ethnic Studies Program

The program encourages and supports scholarly research and courses of study in the fields of the humanities, social sciences, communications and fine arts relating to cultural pluralism with particular emphasis on Canadian society.

The program is sub-divided into three major areas. The visiting professorships

and lectureships components supports the teaching of and researching in ethnic studies at all Canadian post-secondary institutions. The ethnic research component gives priority to innovative projects and activities of an interdisciplinary and comparative nature conducted by Canadian academics at Canadian educational institutions. The endowment assistance component makes contributions to deserving applicants endeavouring to establish chairs in ethnic studies at Canadian universities.

For further information contact Maria Tiley, Projects Officer, Canadian Ethnic Studies Program, Multiculturalism Directorate, Secretary of State, Ottawa, K1A 0M5, telephone (819) 994-2044.

### Upcoming Deadline Dates

SSHRC travel grants for international scholarly conferences held outside Canada: July 1. (Applicants must be Canadian citizens. For this deadline, the conference must be held December 1981 — March 1982.)

SSHRC travel grants for international representation: July 1. (Applicants must be Canadian citizens. Travel must occur December 1981 — March 1982.)

## Advanced research Institute

Continued from Page 1

would hold their positions for fixed or indefinite terms as deemed appropriate. In addition, a larger body of "fellows" — on research leave from other institutions — would be invited for terms of varying length.

The CIAR would not seek to duplicate the broad research program of a university but would concentrate on areas to be identified by the institute's director, in consultation with an advisory committee. An absence of rigid departmental barriers, the report suggests, would encourage interdisciplinary contact and collaboration, perhaps sparking new insights and research techniques.

Though fellows would be eligible to compete for research support from the normal granting agencies, organizers hope the institute will be able to provide seed money for some particularly speculative projects.

While the institute won't be a panacea for all the problems currently facing Canadian researchers, says the report, it could inject new life into the academic research community by supporting promising young scientists and scholars, attracting to Canada researchers of international stature, and increasing public awareness of the importance of research.

The report estimates the institute's operating budget at a minimum of \$1 million a year to cover: salaries of the director, senior fellows and fellows; rental of lab and office space and access fees for libraries and computer facilities; and maintenance of laboratory equipment.

Salaries and fringe benefits of institute personnel would be the sole responsibility of the institute, as would the administration of all financial aspects of its research projects.

The institute would also be responsible for the acquisition of research materials

required by its fellows and senior fellows, and for the purchase or construction of lab equipment, as well as for its installation and maintenance.

Organizers hope to house any CIAR research items or collections in the U of T library system, with the institute retaining full control over the use of such materials until the relevant research projects had been completed, at which time ownership of the materials would be transferred to the University.

The presence of CIAR scholars should not be seen as a threat to the University's budget and staffing priorities, cautions the report. Should some members of the institute want to teach or supervise graduate students, they would go through the normal procedures for graduate faculty appointments. A University faculty member wanting to accept an invitation to join the institute would either have to resign from the University or take a leave of absence without pay.

The institute will seek assistance from such traditional support sources as federal granting councils, private foundations and provincial governments, but its principal focus will be on individuals with large private fortunes. Organizers hope the eminence of CIAR researchers and the pioneering nature of its activities will result in a high profile that will enhance the prestige of donors.

The task group has made informal approaches to some individuals. No definite commitments have been secured but the group is optimistic that the CIAR will find the required financial backing.

The report will be discussed at the next meeting of the Academic Affairs Committee.

## PhD Orals

Since it is sometimes necessary to change the date or time of an oral examination, please confirm the information given in these listings with the PhD oral office, telephone 978-5258.

### Tuesday, June 16

John Julian Pascaluta, Department of English, "Ford Madox Ford and the 'Practitioner-Critic'." Prof. D.J. Dooley. Room 111, 63 St. George St., 10 a.m.

### Thursday, June 18

Martha Bowden, Department of English, "Nature is Nature: The Several Societies of Shandy Hall." Prof. P. Brückmann. Room 111, 63 St. George St., 2 p.m.

### Friday, June 19

Violeta Bartolome Lopez, Department of Anthropology, "Peasants in the Hills: A Study of the Dynamics of Social Change among the Buhid Swidden Agriculturists in the Philippines." Prof. S. Nagata. Room 111, 63 St. George St., 10 a.m.

Bo-Yee Ngan, Department of Pathology, "The Second Component of Human Complement System (C2): Isolation, Quantitation, Characterization and Structural Relationship to Factor B." Prof. J.O. Minta. Room 309, 63 St. George St., 10 a.m.

### Monday, June 22

John David Hulchanski, Department of Urban & Regional Planning, "The Origins of Urban Land Use Planning in Ontario, 1900-1946." Prof. H. Blumenfeld. Room 111, 63 St. George St., 10 a.m.

Alexander Bozidar Markov, Department of Aerospace Science & Engineering,

"The Landing Approach in Variable Winds: Curved Glidepath Geometries and Worst-Case Wind Modeling." Prof. L.D. Reid. Room 309, 63 St. George St., 10 a.m.

### Tuesday, June 23

Robert Michael Bloxam, Department of Physics, "Parameterization of the Effects of Cumulus Clouds on the Large Scale Equation of Motion." Prof. H.R. Cho. Room 309, 63 St. George St., 2 p.m.

Carlo M. Vigna, Department of Educational Theory, "The Implementation of an Interpersonal Coping Skills Program to Facilitate Weight Loss." Prof. C. Christensen. Room 111, 63 St. George St., 2 p.m.

### Wednesday, June 24

Jacques Charlemagne Bourgeois, Faculty of Management Studies, "Market Definition: A Theory and Application." Prof. G. Haines, Jr. Room 309, 63 St. George St., 2 p.m.

Brian C. McGing, Department of Classical Studies, "The Foreign Policy of Mithradates VI of Pontus." Prof. C.P. Jones. Room 111, 63 St. George St., 2 p.m.

Kin Tuck Wong, Department of Chemical Engineering, "Time-Suboptimal Control of Linear High-Order Systems." Prof. R. Luus. Room 307, 63 St. George St., 2 p.m.

### Friday, June 26

Glenn Loney, Department of English, "Milton and Natural Law." Prof. H.R. MacCallum. Room 111, 63 St. George St., 10 a.m.

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# Colleges shouldn't be seen as 'historical liability' says new Vic principal Sandy Johnston

by Pamela Cornell

Over high table in Burwash Hall hangs the very Union Jack that draped the coffin of Queen Victoria. Moreover, her namesake college at U of T also owns the grand old monarch's sketchbook, along with a collection of paintings from the period.

To let the public glimpse these and other Victoria College treasures, incoming principal Alexandra F. (Sandy) Johnston wants to throw the doors open for a "house-and-garden" tour.

"We shouldn't just be walled gardens with the world whizzing past on Queen's Park Crescent. The colleges and the University as a whole should be saying to the community: 'Here we are, everyone. Come on in and see what we're about'."

Art and memorabilia aren't the only touches of Victoriana at Vic. Research, too, focuses to some extent on aspects of that period. A major example is the John Stuart Mill project directed by former Vic principal Jack Robson.

Tying in with 19th century studies and with Vic's Renaissance program will be a new addition to the college. This summer, the Institute for the History & Philosophy of Science & Technology will move into the old administration building.

"I'd like to build on those research interests," says Professor Johnston, who succeeds Principal Gordon Keyes for a five-year term beginning July 1. "College courses that are firmly grounded in faculty research are the ones that will fly. However, we must guard against them becoming arcane toys of certain professors."

"The colleges are essentially undergraduate institutions so we must keep an eye on the basic education of our students. And we'd do a much better job in that area if there were more creative interaction between colleges and departments."

"For the University to render the colleges academically impotent — letting them serve as little more than hotels and social units — would be a great pity. The *Memorandum of Understanding* was reviewed after five years, but it seems as if all the University did was take it out of the drawer, blow off the dust, then put it back again."

"The colleges won't go away because it would be bureaucratically neater if they did. It's too bad they can't be appreciated as a present advantage instead of being scorned as an historical liability."

Johnston acknowledges that imaginative solutions to the "college problem" aren't easily found when everyone is bedevilled by lack of funds. Nevertheless she intends to plug away at helping clarify her own college's academic role.

After all, it was Vic's reputation in English that brought her to the college as an undergraduate 24 years ago. She stayed on for her MA and PhD then, at 25, went to teach at Queen's University for three years.

Invited back to Vic as an assistant professor, she served as secretary of the combined Department of English from 1968 to 1970, when student unrest was gathering momentum.

That experience gave her the administrative skills to organize the Records of Early English Drama (REED), a \$2 million research project with branch plant operations in Ohio and England. For the past five years she has also been the senior academic consultant to the University's medieval drama group, Poculi Ludique Societas (PLS).

She credits REED with giving her sufficient credibility to be considered for the principalship. And she'll be the first woman to hold the position, despite Vic's history of strong-minded female scholars — among them, Margaret Addison, Kathleen Coburn, Gertrude Rutherford,



Ann Saddlemeyer, Jay Macpherson and Jane Millgate.

Johnston, who will be 42 in July, is about the mean age of Vic's faculty members. With so many at least 20 years from retirement, the college must rely on cross-appointments when it comes to moving into different areas or fleshing out existing programs. From a geographical standpoint, she says, it would be logical to work out relationships with St. Michael's College, the Royal Ontario Museum, and the faculties of law and music.

"We've got to make cross-appointed fellows feel accepted here and this means getting beyond surface blandness. I see this being done socially, perhaps with cross-appointees and college fellows being paired at lunches and dinners."

She intends to do a good deal of her own business at meals, where she will be available as sounding-board, target and trouble-shooter.

"Too many administrative decisions fail to recognize the human factor. For example, when cleaning staff were cut back, faculty members suddenly found themselves — without warning or discussion — drinking their morning coffee and afternoon tea from styrofoam cups. That might seem trivial but it upset a lot of people. Perhaps they would have preferred having the option of taking up a collection to buy a dishwasher."

"Similarly, it never occurred to anyone that turning down the heat over Christmas and the air conditioning over the summer would have academic consequences. Yet many faculty members are now taking their rare books home to prevent them from being ruined. As a result, the

community is diminished."

Another aspect of college life she wants to reorchestrate is the annual autumn orientation. Because faculty members often have not been in contact all summer, they tend to gravitate toward each other at the sandwich lunch in Burwash Hall. Meanwhile, students can be overlooked, says Johnston, adding that there might still be traces of wariness left over from the bitter confrontations of the late 60s. To offset some of the awkwardness, she wants to replace the indoor luncheon with an outdoor barbecue where the atmosphere would be less formal.

With the Kelly report going into effect in September, she considers it essential to attack the problem of the frozen timetable.

"Everything is bunched around the period from 11 a.m. to 2 p.m., so that some faculty members can never have lunch with their colleagues and most buildings are an echoing wilderness after two on a Friday afternoon."

Johnston anticipates that being a college principal will be like trying to unravel a badly tangled ball of wool.

"When you start pulling a thread, you inevitably hit a knot. Untying that knot will be tricky and time-consuming, but breaking the thread would be disastrous."

As a "child of the house", Sandy Johnston will have a strong sense of Vic tradition. But there are disadvantages, too. One professor told her that, principal or not, she'll always be just a former student to him.

## Press Notes

With some notable exceptions, the books published by a university press are unlikely to be found anywhere in the vicinity of a best-seller list. Similarly, most university press books don't find their way into your friendly neighbourhood bookshop as easily as do some other books (which shall be nameless). There are exceptions, books with an appeal broader than that of the average scholarly title, and University of Toronto Press has a good record in this connection.

To bring such titles to the attention of booksellers across the country, the Press relies on a network of wise and experienced representatives. One would not call a publisher's representative a salesman: most of them are book people, and they are concerned to make sure that the stores they visit are as up to date as possible about the titles they feel should be in stock in that particular location.



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# In Memoriam

Dr. W. Stanley Hartroft, Banting & Best Department of Medical Research and Research Institute, Hospital for Sick Children, April 5.

Dr. Hartroft was born in Calgary in 1916 and graduated in 1941 with a BSc in medicine and MD from the University of Alberta. In 1941-42 he worked in the Department of Histology at the University of Western Ontario. After a year as resident in pathology at the Toronto General Hospital, he joined the Royal Canadian Army Medical Corps, serving from 1944 to 1946.

Hartroft returned to Toronto after the war, joining the Banting & Best Department of Medical Research as a research associate. He became assistant professor in 1947, associate professor in 1949 and professor in 1952. While working in this

department, he received his PhD in pathology (1949).

Dr. Hartroft left the University in 1954, taking the position of chairman of pathology at the Washington University School of Medicine in St. Louis. He returned to Toronto in 1961 as director of the Research Institute at the Hospital for Sick Children. In 1970 he left Canada to go to the John A. Burns School of Medicine at the University of Hawaii at Manoa where he was professor of pathology until his death.

Dr. Hartroft was the author of many scientific publications in which he focused on experimental and clinical aspects of diabetes, cirrhosis, hypertension, atherosclerosis and pulmonary disorders.

Dr. Clifford L. Ash, professor emeritus, Department of Radiology, April 7.

Dr. Ash was born in Edmonton in 1909, and after studying at the University of Alberta and the University of Toronto, graduated from U of T in 1934 with a degree in medicine. After serving for two years as officer-in-charge of military hospitals in three cities in India, Dr. Ash returned to Toronto in 1938, taking post-graduate studies in the Department of Radiology until 1940. He worked from 1940 to 1949 at the Toronto General Hospital, developing radiation therapy for the treatment of patients with cancer. In 1948 he was appointed demonstrator and in 1949 assistant professor in the Department of Radiology.

In 1950, Dr. Ash was appointed professor of therapeutic radiology and director of the newly organized Ontario Cancer Institute. During his 25 years as director, he was instrumental in developing this institute which has brought honours to U of T and Canada. He also served as director of the Toronto Unit and Ontario Division of the Canadian Cancer Society.

Dr. Ash was a fellow of both the Faculty of Radiologists of the Royal College of Surgeons (England) and the Royal College of Physicians and Surgeons of Canada and a member of 14 learned societies in Canada, the U.S. and Britain.

Dr. William E. Armour, Department of Family & Community Medicine, April 17.

Dr. Armour was born in Toronto in 1914 and graduated in medicine from the University of Toronto in 1941. After serving in the Royal Canadian Army Medical Corps from 1942 to 1945, Armour returned to Toronto, taking post-graduate training in internal medicine and psychiatry. He began general practice in 1947 and from 1948 was a demonstrator in the Department of Medicine at the Toronto General Hospital.

In 1963, Dr. Armour joined the secretariat of the Ontario Medical Association, working for five years on studies and surveys on patterns of practice and health care delivery for the association and the provincial government.

He became a member of the staff of the U of T Health Service in 1968 and taught in family medicine at the Wellesley Hospital. He became a full-time member of the Department of Family & Community Medicine in 1973. Dr. Armour formally retired as a faculty council member in 1980, however he retained his teaching position and practice with the aged and disabled until his death.

Dr. Armour was chairman of the General Practice Section of the Ontario Medical Association, was involved with the College of Family Physicians of Canada in its formative years, worked with the Association for the Mentally Retarded, served as director of the St. James Town Health Centre and had recently been appointed medical director of the Grace Hospital.

Mieczyslaw Kolinski, scholar emeritus, Faculty of Music, May 7.

Kolinski received his early education in Hamburg and later studied piano and composition at the Hochschule für Musik, Berlin, and musicology, psychology and anthropology at Berlin University, where he took his doctorate in 1930. After serving as assistant to Erich von Hornbostel at the Staatliches Phonogramm-Archiv in Berlin, he moved to Prague, where he transcribed much non-Western music in association with the anthropologists Melville Herskovits and Franz Boas.

With the advance of Nazism, Kolinski spent several years in hiding in Belgium and settled in New York in 1951 where he was general editor of Hargail Music Press and music therapist in a large hospital for war veterans. He was co-founder and for a time president of the Society for Ethnomusicology.

From 1966 until his retirement in 1976 he directed the course in ethnomusicology at U of T and also participated in the research program of the Canadian Centre

for Folk Studies, National Museum of Man, Ottawa.

A book honouring Kolinski's 80th birthday, edited by Professors Robert Falck and Timothy Rice, is to be published in September by the University of Toronto Press.

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# **Proposed Amendments to the Collective Agreement**

Canadian Union of Educational Workers Local 2:

Graduate Assistants' Association

(Presented to the Employer May 1, 1981)

Office of the  
Vice-President and Provost

May 19, 1981

On May 1, 1981, the University of Toronto received proposals relating to collective bargaining from the Canadian Union of Educational Workers, Local 2: Graduate Assistants' Association. The University's negotiating committee is composed of John H. Parker, Manager of Labour Relations, Chairman; Dr. E. A. McCulloch, Assistant Dean, School of Graduate Studies; and Margaret A. Bromley, Labour Relations Officer, Secretary.

One meeting was held on May 7, 1981. Following this meeting, the Union applied for conciliation.

In order that the University community may have the opportunity to be informed of the Union's proposals, all proposals submitted by the Union to date have been forwarded to the *Bulletin* for publication. The Union informed the University negotiating committee that Appendix B of the proposals would be presented at a later date.

**William G. Saywell**  
Vice-Provost

#### COLLECTIVE AGREEMENT

THE GOVERNING COUNCIL OF  
THE UNIVERSITY OF TORONTO

AND

CANADIAN UNION OF  
EDUCATIONAL WORKERS  
(CUEW) LOCAL 2:  
GRADUATE ASSISTANTS'  
ASSOCIATION

COLLECTIVE AGREEMENT  
ENTERED INTO at the City of  
Toronto in the Province  
of Ontario as of the      day of  
1981

BETWEEN

THE GOVERNING COUNCIL OF  
THE UNIVERSITY OF TORONTO  
(hereinafter called "the Employer")

and

THE CANADIAN UNION OF  
EDUCATIONAL WORKERS  
(CUEW) LOCAL 2:  
GRADUATE ASSISTANTS'  
ASSOCIATION  
(hereinafter called "the Union")

#### ARTICLE 1

##### General Purpose 1:01 Unchanged

#### ARTICLE 2

##### Recognition Bargaining Unit

**2:01** The Employer recognizes the Canadian Union of Educational Workers as the sole and exclusive bargaining agent for all persons employed by the University of Toronto or any of its Colleges, Institutes, Centres or other constituent bodies as teaching assistants, teaching fellows, demonstrators, tutors, markers, instructors, teaching laboratory assistants, part-time lecturers and persons employed in teaching who are Post Doctoral Fellows, Undergraduate Students in the University of Toronto, or Graduate Students in the School of Graduate Studies of the University of Toronto.

**2:02** For the purposes of clarity, the following clarifications and exclusions are agreed upon by the parties to this Agreement.

##### Exclusions

###### Royal Conservatory of Music

Any persons who are employed in the Royal Conservatory of Music.

###### Athletics

Any persons involved in the instructing, demonstrating or coaching in athletic recreational programs.

##### Clarifications

###### Part-Time Lecturers

The parties are agreed that part-time lecturers who are Students or Post Doctoral Fellows are included in the bargaining unit.

###### Members of Professions and Graduate Engineers

The parties are further agreed that graduate engineers, and graduates in architecture, dentistry, medicine or law who are qualified to practise their profession in accordance with the Statutes and Regulations governing their respective professions in the Province of Ontario, and who are Post Doctoral Fellows, Undergraduate Students in the University of Toronto, or Graduate Students in the School of Graduate Studies of the University of Toronto and who are employed in the bargaining unit as defined in article 2:01, are included in the bargaining unit.

###### Post Doctoral Fellows Engaged in Research

The Parties are further agreed that Post Doctoral Fellows who are engaged in research, but who are employed in the bargaining unit as defined in article 2:01, are included in the bargaining unit.

#### ARTICLE 3

##### Reservation of Management Rights

**3:01** The Employer agrees that all of its rights shall be exercised in a manner consistent with the provisions of this Agreement and which is fair, reasonable, and equitable.

**ARTICLE 4****No Discrimination**

**4:01** The Employer and the Union agree that there shall be no discrimination, interference, restriction, harassment or coercion exercised or practised with respect to any member or prospective member of the bargaining unit in any matter by reason of age, race, creed, colour, national origin, citizenship, religious or political affiliation or belief or activity, academic school of thought, sex, marital status, sexual orientation, place of residence or origin, ancestry, parental status, number of dependents, family relationship, criminal record, psychiatric treatment unrelated to job performance, physical handicap or disability or language disability provided that such handicap or disability does not clearly prevent the carrying out of the required duties, nor by reason of his/her non-membership, membership or activity in the Union or the exercise of any rights under this Agreement. In evaluating financial need of applicants, the number of dependents may be used as a criterion.

**Academic Freedom**

**4:02** All employees shall be accorded academic freedom in the fulfilment of their duties. Academic freedom includes the freedom to examine, question, teach and learn and to disseminate opinion(s) on questions relating to their teaching. In the exercise of academic freedom, employees are required to discharge their responsibilities in accordance with the rightful expectations of the Employer, the needs of students and the legitimate claims of the community, and without discriminating against any of their students by reason of any of the grounds listed in article 4:01.

**ARTICLE 5****No Strikes and No Lockouts**

Unchanged

**ARTICLE 6****Union Security****Check-off**

**6:01** Unchanged, except change "GAA" to "CUEW" and "University" to "Employer"

**Information**

**6:02** The employer shall provide the Union with a list of the names, classifications, salaries, personnel numbers, appointment dates, course numbers, departments of employment and departments of registration of all present employees as soon as possible after each pay date, as well as summaries of such information at the end of each term and each academic year. All such lists shall include totals by department, faculty, and classification, as well as over-all totals of the number of appointments (not including multiple appointments), salaries, and hours worked. Such lists shall also include the frequency distribution of the number of hours in appointments.

**6:03** The Employer shall provide the Union with computer cards listing each member of the bargaining unit in October and February, by the 15th day of the following month. The Employer shall also provide the Union, upon request, with computer cards listing additions and deletions to the bargaining unit since the last such listing. Such computer cards shall include names, classifications, addresses, personnel numbers, codes for department of employment and department of registration, and sex.

**6:04** The Employer shall provide the Union with any other technical information about the bargaining unit, upon request.

**Picket Lines**

**6:05** It shall not be a violation of this agreement, nor cause for discharge or discipline, if any employee refuses to cross a picket line. It is further agreed that the Employer shall not request or require any employee to perform work of any kind if such performance involves crossing a picket line, and employees shall not be required at any time to perform work normally done by other employees of the University or its federated colleges.

**Bulletin Boards**

**6:06** (old 18:01) The Employer shall provide a reasonable amount of space in each Department on bulletin boards marked "Canadian Union of Educational Workers" for official Union notices.

**ARTICLE 7****New Employees**

**7:01** The Employer shall inform all applicants, prospective members of the bargaining unit and new employees of the fact that a Union agreement is in effect and provide him/her with a copy of the Agreement prior to the commencement of his/her employment. The Employer shall provide copies of this and any new Agreement within thirty (30) days of ratification to all employees. The Employer shall provide all employees with a letter supplied by the Union, by September 15th, or within one week of the commencement of their employment, whichever is later.

**ARTICLE 8****Correspondence**

**8:01** All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Manager, Labour Relations, 215 Huron Street, Toronto and the Secretary or President of the Union, or their designated authorities.

**8:02** Any such communications given under this Agreement, unless hand delivered, shall be deemed given and received as of three business days following the date of posting.

**ARTICLE 9****Labour Management Relations**

**9:01** Unchanged, except change "University" to "Employer"

**9:02** The Union and the Employer acknowledge the mutual benefits to be derived from joint consultation and approve the establishment of a Labour/Management Committee consisting of three representatives from each party. The committee shall function in an advisory capacity only making recommendations to the Union and/or the Employer with respect to its discussions and conclusions and shall not have the power to add to or modify the terms of this Agreement. Such meetings shall be arranged at the request of either party through the Manager of Labour Relations, to be held within ten (10) working days of the request.

**9:03** Unchanged

**ARTICLE 10****Union Representation**

**10:01** In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Stewards and Union representatives to assist any employee whom the Steward represents, in preparing and presenting his/her grievance in accordance with the Grievance Procedure. The Employer shall recognize one Steward for each Department employing persons covered by this Collective Agreement. The Employer shall recognize more than one Steward in large Departments and the grouping of Departments for the purpose of union representation where necessary.

**10:02** The Employer shall recognize the authority of Stewards at Large or any other Steward or a member of the Executive of the Union to assist in the administration of the collective agreement if a regular Steward in a Department is unavailable for any reason, or where there is no Steward.

**10:03** The Union shall notify the Employer in writing of the name of each Steward and the names of the Stewards at Large.

**ARTICLE 11****Grievance Procedure****Definition of Grievance**

**11:01** A grievance shall be defined as: any difference or dispute arising out of working conditions; any difference or dispute arising out of the interpretation, application, administration, or alleged violation of the collective agreement; or any allegation that the Employer has acted unfairly, unreasonably, or inequitably.

**Settling Grievances**

**11:02** An earnest effort shall be made to settle grievances fairly and promptly in the following manner.

**Step No. 1** — If an employee has a grievance, he/she shall discuss it with his/her immediate supervisor. The employee may be accompanied by a Steward and/or other Union Representative if the employee so wishes. The supervisor shall give a decision in writing within three (3) working days.

**Step No. 2** — If the grievance is not resolved at Step No. 1, then, within five (5) working days, the employee, accompanied by a Steward and/or other Union Representative, may present a written grievance to the designated authority of the Department. The designated authority of the Department shall give a decision in writing within five (5) working days.

**Step No. 3** — (Multi-Department Faculties and Colleges) — If the grievance is not resolved at Step No. 2 (Departmental level), then, within five (5) working days, the employee, accompanied by a Steward and/or other Union Representative, may present a written grievance to the Dean or Principal, or his/her designated representative, of his/her Faculty or College, whichever is appropriate. The Dean or Principal, or his/her designated representative, shall give a decision in writing within five (5) working days.

**Step No. 4** — If the grievance is not resolved at Step No. 3, in the case of multi-Department Faculties or Colleges, or at Step No. 2, in the case of unitary Faculties and separate Departments, the President of the Union or his/her designee, within seven (7) working days after the written decision has been given at Step No. 3, or Step No. 2 in the case of unitary Faculties and separate Departments, may present the grievance to the Vice-President and Provost, or his/her designated representative. The Vice-President and Provost, or his/her designated representative, shall give a decision in writing within seven (7) working days.

Failing a satisfactory settlement in Step No. 4, the Union may refer the grievance to arbitration pursuant to Article 12, within fifteen (15) working days thereafter.

The Employer's decision at each Step of the Grievance Procedure shall be provided to both the Union and the grievor.

Should the employer fail to respond at any step of the Grievance Procedure within the time limits for that step, the grievance shall be deemed to be resolved in favour of the grievor.

**11:03** Unchanged

**Policy Grievance**

**11:04** Should any grievance arise between the Employer and the Union affecting the Union as such, or employees in more than one Department, the Union shall have the right to bring forward such grievance at Step No. 4 of the Grievance Procedure. If the grievance is not resolved, it may be referred to arbitration.

**Group Grievance**

**11:05** A group grievance, which is defined as a grievance concerning two or more employees in a Department, may be brought forward in writing at Step No. 2 of the Grievance Procedure, and if it is not settled at this stage it may go to Step No. 3 or Step No. 4 (as appropriate) of the Grievance Procedure. If the grievance is not settled at Step No. 4, the grievance may be referred to arbitration.

**ARTICLE 12****Arbitration**

**12:01** Unchanged

**12:02** The party who receives the notice of intention to proceed to arbitration shall then notify the other party of the name and address of the party's nominee to the proposed arbitration board within ten (10) working days after receiving the notice.

The two nominees appointed shall attempt to select a Chairman for the Board, but if they are unable to agree upon the selection within a period of ten (10) working days after the appointment of the second nominee, either of the nominees shall have the right to request the Minister of Labour to appoint a Chairman for the arbitration board.

**12:03** Unchanged

**12:04** The arbitration board shall have the authority to allow all necessary amendments to the grievance and the authority to waive formal procedural or other technical irregularities in order to determine the real matter in dispute. No grievance shall be defeated or denied by any formal or technical objection.

**12:05** The decision of the board of arbitration shall be issued within thirty (30) days of the completion of the hearing.

**12:06** (old 12:05)

**12:07** Whenever possible, arbitration hearings shall be held in University of Toronto facilities.

**12:08** (old 12:07) Time limits set forth in this article and in article 11 may be extended by mutual agreement in writing between the parties hereto.

**ARTICLE 13****Discipline and Discharge**

**13:01** The Employer shall not discipline an employee, except for just cause.

**13:02** An employee shall have the right to have a Steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee, at least seven (7) days in advance, of the purpose of the interview in order that the employee may contact a steward to be present at the interview.

**13:03** (old 14:02) In the event that a supervisor forms the opinion that an employee's performance is unsatisfactory, he/she shall prepare a written evaluation in accordance with the provisions of article 15:01 without undue delay, for discussion with and comment by the employee, subject to the provisions of article 13:02.

**13:04** Prior to the taking of any disciplinary action, the designated authority of the Department shall notify the employee and the Union in confidence and in writing, at least seven (7) days in advance, of the time and place of a meeting to discuss the matter and shall advise the employee of his/her right to Union representation at that meeting.

All disciplinary investigations shall be treated as confidential.

If the disciplinary action being discussed is a discharge or suspension, the Union and/or the employee may request, and the designated authority of the Department shall permit, a seven-day delay from the date of the meeting before taking any disciplinary action. During this period the Union and/or the employee may make a written submission to the designated authority of the Department on the substance of the discussion.

**13:05** (old 11:06) An employee who is disciplined shall be advised in writing of the nature of the discipline and the reasons for the disciplinary action. A copy of the letter will be sent to the Union at the same time.

**13:06** Failure to conform with the requirements of this article shall render the discipline null and void and no matter forming the basis of or raised during such a null and void discipline shall be used against the employee at any time.

**13:07** If the employee wishes to grieve his/her discipline, the grievance may be initiated at Step No. 4 within thirty (30) working days of the notice of discipline.

**13:08** In cases of discipline, the burden of proof of just cause lies upon the Employer. In the subsequent grievance procedure or arbitration hearings, the evidence shall be limited to the grounds stated in the notice of discipline to the employee. Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered an admission that such discipline was justified.

**13:09** (old 12:04)

**13:10** All documents relating to a disciplinary action, an adverse evaluation, or an adverse report shall be removed from an employee's file eight (8) months after the disciplinary action was taken or the adverse evaluation or report was issued, and no matter forming the basis of or raised during such a disciplinary action or adverse evaluation or report shall be used against the employee at any time after removal of the documents pertaining thereto.

**ARTICLE 14****Appointments****Applications**

**14:01** The Employer shall mail an application for employment, which explains that employment vacancies will be posted in departments, to the home addresses of all graduate students or prospective graduate students in the School of Graduate Studies of the University of Toronto, prior to April 1.

**Job Posting**

**14:02** (old 13:01) Departments shall post available positions in the bargaining unit on Department bulletin boards and such other locations as are deemed appropriate, at least five (5) months prior to the date of commencement of duties. Such notices shall remain posted for at least fifteen (15) working days before the positions may be filled. Copies of all postings shall be forwarded to the Union within five (5) working days of posting. These announcements shall include: the title and number of each course where positions are available; an estimate of the number of positions available; hours of work; dates of appointment; salary; any qualifications required; the application procedure; and a brief description of the duties. Applicants shall have the right to indicate in writing which positions they prefer. Such indications of preference shall be taken into account in filling positions. It is to be understood that some announcements of vacancies are tentative, pending final course determinations and enrolment.

**Notice of Appointment**

**14:03** (old 13:02) Applicants shall be advised in writing of the outcome of their applications as follows: by May 1st for positions commencing in September or October, by November 1st for positions commencing in January, and by March 1st for positions commencing in the period from May to August inclusive. The names of successful applicants and their assignments shall be posted on Department bulletin boards and such other locations as are deemed appropriate, within seven (7) working days of the date of an offer of employment. Where a position which has been offered is withdrawn before the duties have commenced, the Department shall endeavour to offer a position of an equivalent or greater number of hours to the affected applicant. Where no such position can be found, the applicant shall be paid one-eighth ( $\frac{1}{8}$ ) of the salary for the position withdrawn, and shall be offered another position where possible.

**Hiring Criteria and Policies**

**14:04** (old 13:03) Appointments to positions covered by this Agreement shall be made for the period commencing on the second Monday in September and ending April 16, 1982, or a specified portion thereof. Ability, academic qualifications, suitability for the position, and financial need shall be the sole criteria permissible for use in selecting persons for bargaining unit positions, except that among able, qualified and suitable applicants, preference shall be given to graduate students or prospective graduate students in the School of Graduate Studies of the University of Toronto. Previous teaching experience shall be considered to be *prima facie* evidence of ability. Previous employment in the same or a similar course shall be considered to be *prima facie* evidence of suitability for the position.

In any grievance or arbitration of a grievance alleging a violation of this clause, the burden of proof that the Employer did not act contrary to this clause lies upon the Employer.

**14:05** Employees outside of the bargaining unit shall not perform bargaining unit work which consists of leading tutorials, seminars, or laboratory sessions, or tutoring, or work historically done by members of the bargaining unit, except where there are no suitable applicants who would be in the bargaining unit.

**14:06** The Employer shall forward to the Union a written statement of each Departmental policy concerning appointments with respect to members of the bargaining unit. In the event that a Department alters its policy, the Employer shall supply the Union with a copy of such alteration. All such Departmental policies shall be consistent with this Agreement. Departments shall comply with their own policies concerning appointments.

**14:07** The Union shall be entitled to appoint a non-voting participant on each Departmental committee responsible for hiring or the assigning of particular work to employees.

**Job Descriptions**

**14:08 (a)** (old 13:06) Within fifteen (15) working days after a position is offered to a prospective employee, the supervisor shall provide him/her with a written description of the position, including the nature of the duties and the number of hours required to complete said duties. Such description shall be completed in accordance with the Job Description Guidelines which were agreed to on the day of , 1981, and which form a part of this collective agreement and are attached hereto as Appendix "A". A prospective employee shall not be required to accept a position prior to his/her receipt of a written description of the position. The employee has the right to indicate on the job description form his/her disagreement with the duties and hours as described. If agreement cannot then be reached on the terms of the job description within ten (10) working days, the employee may file a grievance at Step No. 2 claiming an adjustment to the job description.

**Duties**

**14:08 (b)** All activities which may reasonably be assumed to be necessary for the performance of the duties of an employee shall be included in the calculation of the required hours. These duties shall include, for example, but are not limited to: preparation for classes, preparation of written or audiovisual materials, attending lectures, teaching, leading discussions and supervising laboratories, rating students' work, holding office hours, consulting with students, writing and grading tests, examinations and lab sets, grading essays and term papers, setting up experiments, conducting field trips, and conferring with the supervisor in charge, as required by his/her teaching duties.

**14:08 (c)** Upon request, all applicants who have received an offer of employment shall be provided with copies of the job description(s) of any person who performed the same or a similar job in the preceding year, within five (5) working days. In multi-section courses, employees shall be provided upon request with copies of the job descriptions of all employees who have been offered a position in the same course, within five (5) working days.

**14:08 (d)** The supervisor shall provide the employee with a copy of his/her completed job description and with a copy of any revised job description.

**14:08 (e)** During the term of employment, the duties and/or time allocated to the said duties may only be changed by agreement between the supervisor and the employee. In the event agreement cannot be reached on the change, either party may file a grievance claiming an adjustment to the job description. The Employer reserves the right to reallocate time applied to the duties without reducing the number of hours of the appointment or altering the nature of the duties. Where the employee does not agree to the reallocation, he/she may file a grievance claiming an adjustment to the job description.

**14:08 (f)** The Employer shall provide the Union with a copy of any job description, upon request. Where departments have policies on the amount of time to be allotted to particular duties, such policies shall be forwarded to the Union.

**NOTE:**

We also propose that the Job Description Guidelines signed on July 2, 1980, be renegotiated to include the following principles:

(a) Every scheduled hour of class time shall be deemed to equal sixty (60) minutes for the purposes of describing hours of work on a job description form.

(b) Any significant variation from an equal distribution over the term of the appointment of the number of working hours required for a particular position shall be noted on the job description form.

(c) The job description form will be amended to provide a space for employees to indicate their disagreement with the duties and hours as described.

The Guidelines will then be re-signed and re-dated by the parties as amended and the date will be inserted in the space in Article 14:08 (a) and the new Guidelines will be attached to the Agreement as Appendix "A".

**Hours of Work**

**14:09** (old 13:04, 19:05) A regular position is one that requires an average of ten (10) hours of work per week for a total of 280 hours of work per academic session. Unless otherwise specified in the employee's job description, appointments shall commence on the second Monday in September and shall terminate on April 16, 1982. Workloads less than those of a regular position, either in terms of hours per week, or in terms of total hours per academic session, may be arranged and shall be paid for on an hourly basis.

**14:10** (old 13:05) The employee's immediate supervisor shall have the responsibility to ensure that the hours of work as set out in the employee's job description are not exceeded. Where an employee finds that the total number of hours in his/her job description may be or has been exceeded, he/she may discuss the matter with his/her supervisor in an attempt to arrange a mutually agreed revision of the employee's job description. If the employee so wishes, a representative of the Union may participate in the meeting. If no agreement can be reached, the grievance procedure may be invoked. In any such discussion or grievance, payment for additional hours shall be considered an acceptable remedy. If such a grievance proceeds to arbitration, the board of arbitration may take into account the importance of providing a quality education, the nature of the work performed, and any other factors considered relevant.

**No Layoffs**

**14:11** No employee shall suffer a layoff or reduction of hours worked during the term of his/her appointment.

**ARTICLE 15****Employee Evaluation and Records**

**15:01** (old 14:01) A Department may evaluate each employee's work performance in writing, using methods appropriate to that Department, provided that at least one (1) week's written notice is given to the employee, specifying when and how his/her work is to be evaluated. An employee, working under direct supervision may request an evaluation by the supervisor not more than twice per period of appointment, by submitting a written request to the supervisor. Such evaluation shall be in writing and shall be provided to the employee within two (2) weeks of the request. Any evaluation shall be discussed with the employee by his/her supervisor. The employee shall sign the evaluation to acknowledge the fact that such discussion has taken place. The employee may, if he/she wishes, add his/her written comment on the evaluation. All such evaluations shall be included in the employee's employment file.

**15:02** (old 14:03) An employee may grieve the methods or the content of an evaluation. In any such grievance, alteration of the evaluation or removal of the evaluation from the employment file shall be an acceptable remedy.

**15:03** (old 14:04) An employment file shall be maintained within each Department for each employee employed within it, which shall be separate from his/her academic record as a Student or Post Doctoral Fellow. The employment file shall contain only those documents bearing the employee's signature and relating to his/her employment.

**15:04** (old 14:05) An employee's file shall be available within the Department only for use in making administrative decisions concerning his/her employment, but no documents contained therein shall be released physically or orally outside the Department without the employee's prior consent in writing.

**15:05** The contents of the employment file, and all other matters pertaining to the employee's work performance shall not be communicated in a discussion of academic standing or performance and shall not affect in any way evaluations of academic standing or performance.

**15:06** (old 14:06) An employee who applies for a position in a Department other than that of his/her previous employment shall be deemed to have given prior consent to the release of his/her employment file to the Department to which application has been made, and to its transfer to that Department should he/she accept employment in it.

**15:07** (old 14:07) An employee may, if he/she so desires, inspect his/her employment file on request. The Employer shall provide to the employee copies of any document contained in the employment file upon request. Examination of the employment file may be made after the employee gives notice of desire to do so, and under the conditions which the Department deems appropriate to ensure security of the file.

An employee shall have the right to respond in writing to any document contained therein. Such reply shall be included in the employee's employment file.

**ARTICLE 16****Leave of Absence****Sick Leave**

**16:01** Employees shall be granted, upon request, sick leave with full pay and benefits continued until they return to work or the end of their appointment period, whichever is earlier.

**Bereavement Leave**

**16:02** Employees shall be granted, upon request, up to three (3) working days' leave without loss of pay or benefits upon the death of a member of their family or a close personal friend.

**Short Term Leave**

**16:03** (old 15:01)

**Absence from Work for Union Business Conventions and Seminars**

**16:04** (old 15:02) Upon written request to the supervisor at least seven (7) days in advance, leave of absence without pay shall be granted to not more than six (6) employees at any one time, who may be elected or selected by the Union to attend any authorized Labour Convention or Educational Seminar. Such leave of absence is to be confined to the actual duration of the Convention or Educational Seminar and the necessary travelling time. Such leave shall not exceed ten (10) working days per year for each employee to whom such leave is granted.

**Negotiations**

**16:05** (old 15:03) For the purpose of negotiations between the parties and as provided in and pursuant to articles 26:01 and 26:02, the Employer agrees to pay not more than five (5) members of the Union bargaining committee the equivalent of four (4) hours' pay in respect of each attendance at scheduled negotiations with the Employer. Such payment shall be in addition to any payments resulting from appointment as an employee.

It shall be the responsibility of the individual member of the Union bargaining committee to arrange for substitution or exchange of duties, in accordance with article 16:03, if attendance at scheduled negotiations with the Employer conflicts with assignments arising from appointment as an employee.

**Grievances and Committee Meetings**

**16:06** (old 15:04) Employees who must be absent from assigned duties because their presence is required at a grievance meeting, an arbitration hearing, a Health and Safety Committee meeting, or a meeting of a committee as referred to in article 14:07, shall be granted, upon request, leave of absence without loss of pay or benefits.

**16:07** (old 15:05) Whenever possible, an employee entitled to leave under articles 16:05 and 16:06 shall provide two (2) working days notice of his/her anticipated absence to his/her supervisor.

**Maternity and Paternity**

**16:08** The Employer shall not deny a pregnant employee the right to continue employment during the period of pregnancy. A female employee who intends to return to work after the birth of her child shall be granted maternity leave of twenty (20) consecutive weeks upon written request at least two (2) weeks in advance. Such leave shall be without pay, except that all benefits under article 19 shall be continued, and upon her return to work she shall receive a lump sum equivalent to ten (10) weeks pay.

**16:09** A male employee shall be granted, upon request, a leave of absence of four (4) weeks, commencing on or about the date of birth of his child. Such leave shall be without pay, except that all benefits under article 19 shall be continued, and upon his return to work he shall receive a lump sum equivalent to two (2) weeks pay.

**ARTICLE 17****Holidays**

**17:01** (old 16:01) No employee shall be required to work on Saturdays, Sundays, or any of the following holidays:

New Year's Day

Good Friday

Victoria Day

Dominion Day

Boxing Day

Civic Holiday

Labour Day

Thanksgiving Day

Christmas Day

nor on any holiday declared by the President of the University of Toronto. Employees shall be entitled to observe holidays of their religion other than those specified above; however, they must notify their supervisor in writing of their intention at least two (2) weeks prior to said holiday.

**ARTICLE 18****Salaries**

**18:01** (old 17:01) Effective September 1, 1981, the salary for all members of the bargaining unit holding regular appointments shall be \$5390.00 per session (\$19.25 per hour).

**18:02** (old 17:02) No employee shall suffer a reduction in pay as a result of the enforcement of this Agreement.

**18:03** (old 17:03, 17:06) In addition to the above rate all members of the bargaining unit shall be entitled to an additional 4% of salary as vacation pay, paid on a monthly basis.

**18:04** (old 17:05) Salaries shall be paid in equal monthly instalments over the period of appointment of the employee, except that the last instalment shall be paid no later than April 16. By prior arrangement mutually acceptable to the Employer and the employee, payments may be made in equal monthly instalments over a time period greater than the period of appointment. With each payment each employee shall be provided with a statement of all deductions therefrom.

**ARTICLE 19****Benefits****Health**

**19:01** The Employer shall pay the entire cost of the premiums of the following plans on behalf of employees:

- (a) Ontario Health Insurance Plan
- (b) Green Shield Extended Health Services Plan "CA"
- (c) Green Shield Group Semi-Private Plan
- (d) Green Shield Vision Care Plan
- (e) Green Shield Dental Care Plans 12-22-32, based on the 1981 Ontario Dental Association fee guide.

**Tuition**

**19:02** The Employer shall pay for employees the entire cost of all tuition and incidental fees at the University of Toronto or the federated colleges, for the full academic year in which they are employed.

**Daycare**

**19:03** The Employer shall provide daycare facilities free of charge to employees.

**Immigration Lawyer**

**19:04** The Employer shall cover the cost, to a maximum of two thousand dollars (\$2,000.00) per year, of the retention of the services of an immigration lawyer by the Union on behalf of employees.

**Compensation for Required Travel**

**19:05** Employees required to perform their duties at a campus other than that at which they are enrolled shall be compensated for all costs incurred as a result of travel between campuses required for the performance of their duties. Travelling between campuses shall be deemed to be an activity necessary for the performance of the duties of such an employee, and shall be listed as a separate item in his/her job description.

**ARTICLE 20  
(old 18:04)****Health and Safety**

**20:01** No employee shall be required to work on any job or operate any piece of equipment until he/she has received proper training and instructions.

**20:02** No employee shall be required to work in any unsanitary or potentially hazardous jobs until the Employer provides him/her with all the necessary tools, protective equipment and protective clothing required. These shall be maintained and replaced, where necessary, at the Employer's expense. It is recognized that such protective equipment and clothing are temporary measures. The conditions necessitating their use shall be subjected to further corrective measures through engineering changes or the elimination of the hazard.

**20:03** No employee shall be discharged, penalized or disciplined for refusing to work on a job or in any workplace or to operate any equipment where he/she believes that it would be unsafe or unhealthy to himself/herself, an unborn child, a workmate, or the public, or where it would be contrary to the applicable federal, provincial or municipal health and safety legislation or regulations. There shall be no loss of pay or benefits during the period of refusal. No employee shall be ordered or permitted to work on a job which another worker has refused until the matter is investigated by a Health and Safety Committee and satisfactorily settled.

**20:04** Union staff or Union health and safety advisers or consultants or inspectors from the Occupational Health and Safety Branch of the Ministry of Labour called in by the Union or an employee, shall be provided access to the workplace if required to attend Health and Safety Committee meetings, or for inspecting, investigating or monitoring the workplace. Any inspector shall report on his/her findings and the Employer shall provide the Union with a copy of the report.

**20:05** The Employer shall provide and maintain work place monitoring equipment for detecting and recording potential and actual health and safety hazards.

**20:06** The Union shall be entitled to appoint a representative to each of the Employer's Health and Safety Committees. In order to improve existing health and safety conditions and practices, such committees shall hold meetings as requested by the Union representative or by the Employer to jointly consider, monitor, inspect, investigate, and review health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be sent to the Union.

**20:07** The Employer shall provide the Union with all accident reports and other health and safety records in the possession of the Employer, including records, reports and data provided to and by the Workmen's Compensation Board and other government departments and agencies.

**20:08** Upon request, the Employer shall provide the Union with written information which identifies all the biological agents, compounds, substances, by-products and physical hazards associated with the work environment. Where applicable, this information shall include, but not be restricted to, the chemical breakdown of trade name descriptions, information on known and suspected potential hazards, the maximum concentration exposure levels, precautions to be taken, symptoms, medical treatment and antidotes.

**20:09** Where a dispute involving a question of general application or interpretation of this article occurs, it shall be subject to the grievance procedure and the grievance may be initiated at Step No. 4.

**ARTICLE 21****Quality of Education****No Reductions in Hours**

**21:01** The total number of hours worked in each Department during the academic session by employees shall not be fewer than the total number of hours worked in each Department during the 1978-1979 academic session by employees. In addition, the total number of hours worked in each Department during the summer session by employees shall not be fewer than the total number of hours worked in each Department during the 1979 summer session by employees.

**Class Sizes**

**21:02** Employees shall not be requested or required to conduct lectures, tutorials, laboratory sessions, or problem sessions in which the number of students exceeds the limits set out in Appendix "B".

**Training**

**21:03** The Employer shall sponsor, at the beginning of each academic session, an orientation session in teaching skills relevant to the assigned duties of employees. Attendance shall be voluntary, and the time spent at such sessions shall be paid for at the hourly rate specified in article 18. Such payments shall be in addition to any other payments resulting from appointment as an employee.

**Office Facilities**

**21:04** (old 18:02) Departments shall ensure that employees are provided with an appropriate place for holding confidential office consultations with students, and with the use of such other facilities and equipment as are necessary for the performance of their duties. Such facilities shall include access to a telephone where such access is necessary for the performance of assigned duties.

**Books and Materials**

**21:05** At its own expense, the Employer shall provide all Employees with such books and materials as are necessary for the performance of their duties.

**Mailboxes**

**21:06** (old 18:03) The Employer shall provide each employee with access to an individual mailbox located conveniently within the Department of his/ her employment.

**Course Evaluations by Employees**

**21:07** Employees shall have the opportunity to contribute to the determination of course structure or content. Employees shall also have the opportunity to indicate in writing their approval of, or objections to, the present structure, content, texts, and methods of teaching, of courses pertaining to their appointment, without prejudice. Employees shall also have the right to present criticisms of and suggestions for course changes to their immediate supervisor and/or department.

**ARTICLE 22****Technological Change**

**22:01** The Employer shall notify the Union three months before the introduction of any technological or other changes, or new methods of operation which affect the rights of employees, conditions of employment, wage rates, work loads, or the total number of hours of work available within each department.

**22:02** Technological change shall be introduced only after the Union and the Employer have reached agreement through collective bargaining regarding the measures to protect employees from any adverse effects.

**22:03** If the Employer and the Union fail to agree upon such measures, the matter shall be referred to the Grievance Procedure for the purpose of resolving such disagreement. The technological change shall not be introduced by the Employer until such determination is made.

**ARTICLE 23****Employees' Property Rights**

**23:01** The Employer agrees that any employees who author or invent a work shall be entitled to any copyrights or patents on such a work produced or developed in the course of employment. Furthermore, the Employer shall transfer to any employees who author or invent a work any copyrights or patents on such a work produced or developed in the course of employment.

**23:02** Royalties on the publication or manufacture or reproduction of any written text, invention, artwork, teaching aid, workbook, method, or technique produced or developed in the course of employment shall be the sole lifetime property of the author(s) or inventor(s).

**23:03** Any material produced or developed by employees in the course of employment, such as those listed above in article 23:02 and including printed matter, film, slides, videotape, and recordings shall remain in the possession of the employees who produced or developed it.

**23:04** Employees' lectures, lecture or seminar tapes, demonstrations, notes, or any written or recorded course material authored by employees shall be their sole lifetime property and shall not be reproduced or used by the Employer, its officers or other employees, teaching staff or faculty without written permission of the employee(s).

**ARTICLE 24****Present Conditions to Continue**

**24:01** All rights, benefits, privileges, customs, practices and working conditions which employees now enjoy, receive or possess as employees of the Employer shall continue, insofar as they are consistent with, or superior to, what is provided for in this Agreement, unless modified by mutual agreement between the Employer and the Union.

**ARTICLE 25****Definitions****Working Day**

**25:01** (old 19:01)

**Department**

**25:02** (old 19:02) Whenever the term "Department" is used in this Agreement it shall be considered to mean any administrative unit of the University of Toronto in which employees may be employed.

**Supervisor**

**25:03** (old 19:03) Whenever the term "supervisor" is used in this Agreement it shall be considered to mean whoever is the immediate supervisor of an employee.

**Academic Session**

**25:04** (old 19:04) The term "academic session" as used in this document refers to that period of time which begins with undergraduate registration (usually in September) and continues through to the last date for completion of marking of final examinations (normally in May).

**ARTICLE 26****Terms of Agreement**

**26:01** (old 20:01) This agreement shall be in full force and effect from September 1, 1981 until August 31, 1982 and thereafter shall automatically renew itself for periods of one (1) year unless either party notifies the other in writing within the period of one hundred and fifty (150) days prior to any expiry date that it desires to amend or terminate this Agreement.

**Negotiations**

**26:02** (old 20:02) In the event of notice being given requesting negotiations to amend the Agreement, the negotiations shall commence within fifteen (15) days following receipt of such notification and thereafter both parties shall negotiate in good faith. Whenever possible, negotiations shall be held in University of Toronto facilities.

**26:03** (old 20:03) If, pursuant to such negotiations, agreement is not reached on the renewal or amendment of this Agreement, or on the making of a new Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties or until the right to strike or lockout accrues, whichever date should first occur.

**Letter of Intent**

It is agreed that matters concerning Union dues or Union membership are properly matters relating to the internal administration of the CUEW. Therefore the Employer agrees that it, its agent, or persons acting on its behalf, will not publicize or post any publications dealing with the matter of Union membership or Union dues. In the event the Union brings to the attention of the Employer, in writing, notice of such publications being posted, that publication(s) will be removed forthwith.

The Union agrees that the Employer, its agents or any persons acting on its behalf in the various Departments may inform employees orally about matters concerning Union dues in response to specific requests without this constituting a violation of this letter of intent.

for the Union

for the Employer

IN WITNESS WHEREOF each of the parties hereto have caused this Collective Agreement and the attached Appendices and Letter of Intent which form a part of this Collective Agreement to be signed by its duly authorized representatives in the City of Toronto on this      day of      , 1981.

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO

BY: \_\_\_\_\_

AND:

THE CANADIAN UNION OF EDUCATIONAL WORKERS (CUEW)  
LOCAL 2: GRADUATE ASSISTANTS' ASSOCIATION

BY: \_\_\_\_\_

# Pension reform tops UTSA's list of priorities says new staff association president, Karel Swift

by Chris Johnson

Karel Swift, president of the U of T Staff Association (UTSA) for 1981-82, has never been elected to an UTSA office. Swift, assistant director of student awards, was first vice-president of the association for the preceding two years and secretary and member of the UTSA Board of Representatives the year before that. Each time she had no opposition and gained office by acclamation.

"I'm sorry that I keep being acclaimed; it would be interesting to go through an election," says Swift. "It's a problem with a voluntary organization that there are very few people willing to put in their time. While we are always trying to increase our membership, I would personally like to see more of those who are members get involved with UTSA."

UTSA itself should be doing more to encourage participation, admits Swift. There is a lack of contact between the association and the staff of the University; UTSA is perceived as an organization that is "off somewhere doing things."

"I would like to make it easier for people to meet each other and see what the association does," she says. "We used to have informal lunchbag meetings, usually around a particular topic, and I'd like to get back to that. The more visible we are the more people will get interested and involved."

UTSA represents a great variety of

people. Its members include clerical, secretarial and technical staff as well as a number of fairly senior administrators.

"The diversity of membership is both one of our strengths and one of our problems. The faculty association has the advantage that it is a homogeneous group, not perhaps in terms of political opinions, but certainly in terms of whom it represents and the kinds of issues it addresses," says Swift. "For us, it's harder to decide just what our priorities should be."

Pension plan reform is high on Swift's list of priorities even though many younger members may not see it as such. "Part of our role will have to be to educate our members so that they understand what they are being asked to support or disagree with."

Occupational health and safety is a growing concern on the part of both UTSA and the administration, says Swift. "My particular concern is that the emphasis is on the technical areas, but the Occupational Health & Safety Act applies to the administrative areas as well. Very little is being done there. People must also be made aware of the responsibilities of supervisors to ensure that the provisions of the health and safety act are carried out."

UTSA has formed an ad hoc health and safety committee that is looking into the situation, says Swift. While there is no formal, ongoing health and safety

discussion with the administration, there have been meetings on specific problems such as the radioactive waste disposal at 215 Huron St. and 1 Spadina Cresc.

Technological change in the workplace is also a major issue. "It may not appear to be very immediate," says Swift, "but it is going to be very important in the next few years. I agree with our new first vice-president, Michael Jackel, that UTSA needs to do some of its own research on the subject. We are getting to the point where we are big enough that we can afford to hire someone to do the research. The faculty association has done more of that and it has helped to strengthen them."

"There is a lot of dissatisfaction with the merit scheme," says Swift. "The replies to our salaries and benefits questionnaire indicated significant support for a merit scheme, but there were a lot of complaints and disagreements with the way it is implemented. It's an issue we've got to explore more with our members."

"The clear reading on the questionnaires was that people wanted the economic increase and didn't want any of the available funds going into benefits improvement. I can't see that changing, because the cost of living certainly isn't decreasing."

Swift is satisfied that salary and benefits negotiations are presently conducted to the best advantage of the administrative staff, with an across-the-board increase matching that awarded to the faculty. "The situation is to our benefit," she says. "There are other universities where the administrative staff receive less than the faculty. It would be nice if we could argue for more. What we have is fair, although since their salary base is so much greater than ours the gap just gets wider and wider when there is a percentage increase. That was why two years ago we asked for and were successful in getting a minimum dollar increase."

Michael Jackel believes that more could be achieved if UTSA were certified as a collective bargaining unit. Some members have suggested a memorandum of agreement similar to the one between the faculty association and the University. Swift maintains that UTSA could not serve the administrative staff any better by changing the structure of the negotiations.

"The form of association we have right now has proven to be pretty effective," she says. "I don't think any other form of association would accomplish more, and there could be some disadvantages. It would seem that a lot of members share that point of view."

Not that she is dogmatically opposed to any changes. "I'm not sure that we have explored all the implications of all the alternatives. It's another area where some research could be done. If we continue as we are it should be because we have looked at it and decided that it's the best way."

Will the differences of opinion between her and Jackel cause any problems? "I don't think so. In some ways it's a good thing. Whatever our political differences we've both worked hard for the association and we share the same concern for the welfare of the administrative staff. We're going to disagree on many things, but I think we can work together."

Jackel agrees that they can work well together. "I see unionization as a long-term goal, and there we will disagree. In the short term our goals are much the same," he said.

"It's good to have some disagreement," says Swift. "It provides a bit of momentum and encourages closer examination of the problems."

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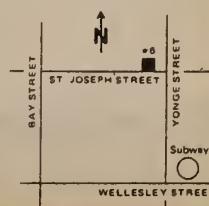
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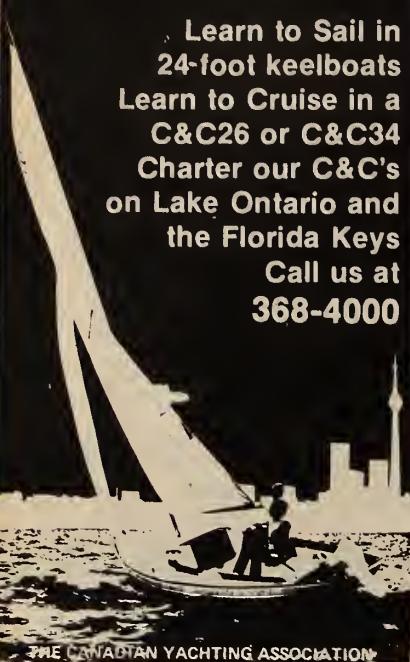
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## Job Openings

Below is a partial list of job openings at the University. Interested applicants should read the Promotional Opportunity postings on their staff bulletin boards, or telephone the Personnel Office for further information. The number in brackets following the name of the department in the list indicates the personnel officer responsible. Please call: (1) Sylvia Holland, 978-6470; (2) Margaret Graham, 978-5468; (3) Jack Johnston, 978-4518; (4) Ann Sarsfield, 978-2112; (5) Barbara Marshall, 978-4834; (6) Bob Potvin, 978-4419; (7) Beverley Chennell, 978-8749.

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Media Centre (6), Chemistry (1)
- Secretary I** (\$11,150 — 13,130 — 15,110)  
Physical Plant (6), Press (6), Personnel (2), Management Studies (2), Education (4), Metallurgy & Materials Science (5), Pharmacy (5)
- Secretary II** (\$12,280 — 14,440 — 16,600)  
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Continuing Studies (2), Nursing (5), Electrical Engineering (5), Architecture (5)
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- Administrative Assistant II** (\$17,700 — 20,820 — 23,940)  
Scarborough (4)
- Administrative Assistant III** (\$21,760 — 25,600 — 29,440)  
Computing Services (3)
- Laboratory Technician III** (\$15,090 — 17,750 — 20,410)  
Surgery (4), Medicine (4), Biochemistry (5)
- Engineering Technologist I** (\$12,950 — 15,250 — 17,550)  
Playfair Neuroscience (4)

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## Bulletin

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# Toronto takes to Sportsweek 8T1

Cycling races around King's College and Hart House circles drew a crowd of close to 2,000 for the opening of Sportsweek 8T1 May 24. The week-long program of sporting events and clinics was sponsored by U of T and the *Toronto Star*. Forty-eight cyclists took part in Sunday's main event, a 62½ mile race around the circles. The winner was Greg Podborski of Toronto (brother of skier Steve Podborski). Carlo Dal'Cin of Ottawa placed second and Martin Volland of Toronto came in third. A celebrity race, made up of "Big Wheels" from business, government, the media and U of T, was won by the business team captained by Robert Korthals, president of the Toronto Dominion Bank. Other members of the team were Hugh Franks, Dominion Securities Ltd.; Dave Galloway, *Toronto Star*; Ted Hogarth, Wilson's Sports Equipment Canada Ltd.; Laura Lauzon, Toronto Dominion Bank; and John Moore, Martonmere Securities Ltd. The U of T team (pictured here) finished fourth (we think — nobody could tell us for sure) in a field of seven. Team members were (l. to r.) Professor Bob Pugh, associate dean, Faculty of Arts & Science; Professor Donald Ivey vice-president, institutional relations; Professor Elspeth Cameron, coordinator of the Canadian literature program at New College; Professor David Nowlan, vice-dean, School of Graduate Studies; and Professor Michael Finlayson, president of the University of Toronto Faculty Association.

Below, a student from Regina Mundi Separate School is introduced to the



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agony and ecstasy of tennis at one of the clinics held at the athletic centre. The instructor is Heather McCarrol, a Louisiana State University student in Toronto this summer to teach and play in tournaments.



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# Events

## Lectures

Wednesday, June 10

### Immunology of Autoimmune Thyroid Disease.

Dr. Robert Volpe, Wellesley Hospital; state of the art lecture at presentation of outstanding research accomplishments, Department of Medicine. Auditorium, Medical Sciences Building. 4.30 p.m. (Please see meetings & conferences.)

**Recording 20th Century Composers.** Charles Rosen, scholar and pianist; first of two CAPAC MacMillan lectures. Walter Hall, Edward Johnson Building. 8 p.m. Admission free but ticket required from Royal Conservatory of Music.

Thursday, June 11

### The Fragment as Romantic Form.

Charles Rosen, scholar and pianist; second of two CAPAC MacMillan lectures. Walter Hall, Edward Johnson Building. 8 p.m. Admission free but ticket required from Royal Conservatory of Music. (Please note title.)

## Meetings & Conferences

Wednesday, June 10

### Department of Medicine: Presentation of Outstanding Research Accomplishments.

Eight papers will describe work in subspecialties of the department. 2 to 4 p.m.

State of the Art Lecture: Immunology of Autoimmune Thyroid Disease. Dr. Robert Volpe, Wellesley Hospital. 4.30 p.m.

Question period, 5 p.m.

Auditorium, Medical Sciences Building.

Thursday, June 11

### Auditory Development in Infancy.

Annual psychology symposium at Erindale College, three days, June 11 to 13. Interdisciplinary meeting will present theoretical, empirical and clinical perspectives on infant audition. Sessions:

Thursday, June 11

Anatomy and Physiology of the Developing Ear. 9.30 a.m.

Basic Auditory Processes in Infancy. 1.30 p.m.

Friday, June 12

Clinical and Diagnostic Perspectives. 9 a.m.

Auditory Pattern Perception. 2 p.m.

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## Artists at Work

June 10th through June 13th 1981

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Frank de Matteis Peter van Gulik  
Marina Fricke Glen Worner  
Leslie Goge Roy Wright

A slide lecture, presented by Robert Bateman, will take place on the evening of Friday June 12th at 8:30. Tickets to the lecture are \$3.00 available from Eddie Bauer and all proceeds will be donated to the Federation of Ontario Naturalists.

Eddie Bauer, 50 Bloor St. W., Toronto  
961-2525

Thursday, June 18

### The Functional Approach to International Organization: A View from Experience.

Chancellor George Ignatieff, former Canadian representative to United Nations in Geneva and New York. George Ignatieff Theatre, Trinity College, Devonshire Place. 8 p.m. (Centre for International Studies)

## Seminars

Monday, June 8

### Speech Output from Computers.

Prof. Ian H. Witten, University of Calgary; computer systems seminar. 134 McLennan Physical Laboratories. 4 p.m.

Thursday, June 11

### Introduction to FORTH: An Extensible Language for Laboratory Computers.

Dr. Ken Anderson, Institute of Biomedical Engineering. 412 Rosebrugh Building. 1 p.m.

Saturday, June 13

### Workshops: Anatomical Techniques, 10 a.m.; Brainstem Recording, 10.45 a.m.; Behavioural Techniques, 11.30 a.m.; Discrimination Techniques, 12.15 p.m.

All sessions will be held in the Council Chamber, South Building.

Registration fee \$35, students \$20, includes three luncheons.

Information, 828-5447 or 828-5414. (Erindale College, Laidlaw Foundation and NSERC)

Monday, June 15

### Research 81: Exploring Dimensions of Caring Through Nursing Research.

Faculty of Nursing will present reports of studies recently conducted by faculty members, graduate students and clinical associates. Findings are applicable to clinical practice in hospitals and community agencies and have implications for nursing education. Posters will be exhibited. Cody Hall, Faculty of Nursing. 9 a.m. to 4.30 p.m.

No registration fee but pre-registration encouraged.

Information, Marion Barter, 978-8559.

## Colloquia

Tuesday, June 9

### On the Logical Status of Relational Database Theory.

Prof. Raymond Reiter, University of British Columbia. 134 McLennan Physical Laboratories. 4 p.m. (Computer Science)

Thursday, June 11

### Mechanism of the Protolytic Cleavage of Arylcyclopropanes.

Prof. M.A. McKinney, Marquette University. 428 Lash Miller Chemical Laboratories. 3.30 p.m.

Friday, June 12

### Oxidation and Its Prevention in Petrochemicals, Food and Living Systems.

Keith Ingold, National Research Council; repeat of Chemical Institute of Canada medal address. 158 Lash Miller Chemical Laboratories. 3.30 p.m.

## Planning a campus event?

*A Guide to Events Planning* gives tips on organization and procedures for making a success of your event. It lists U of T services and is available free. Contact: Public Relations Office, St. George campus, 45 Willcocks St., 978-2103 or 978-2105.

## Governing Council & Committees

Monday, June 8

### Planning & Resources Committee. Council Chamber, Simcoe Hall. 4 p.m.

Thursday, June 11

### Academic Affairs Committee. Council Chamber, Simcoe Hall. 4 p.m.

Tuesday, June 16

### Committee on Campus & Community Affairs. Council Chamber, Simcoe Hall. 4 p.m.

Wednesday, June 17

### Business Affairs Committee. Board Room, Simcoe Hall. 4 p.m.

Thursday, June 18

### Governing Council. Council Chamber, Simcoe Hall. 4.30 p.m.

Sunday, June 14

### Carillon Recital.

Heather Spry, University carillonneur; second of eight recitals. Soldiers' Tower. 7.30 to 8.30 p.m. (UTAA)

Sunday, June 21

### Carillon Recital

Todd Fair, carillonneur of Amsterdam (Oude Kerk) and of Alkmaar, Netherlands; third of eight recitals. Soldiers' Tower. 7.30 to 8.30 p.m. (UTAA)

## Concerts

Tuesday, June 9

### Charles Rosen, Piano.

Pianist who will be giving CAPAC MacMillan lectures (June 10, 11) and master classes (June 8 to 12) at the Royal Conservatory of Music's Summer School. Program includes works by Beethoven and Elliot Carver. Walter Hall, Edward Johnson Building. 8 p.m. Tickets \$7 from the Conservatory. Information, 978-3771 or 978-4468.

## Miscellany

Monday, June 8

### Campus Tours.

Walking tours of the St. George campus will be given week-days to August 28 at 10.30 a.m., 12.30 and 2.30 p.m. from the Map Room, Hart House. Special tours are available for groups, please make arrangements in advance.

Information, Campus Tours, Hart House, 978-5000.

### Convocation.

School of Graduate Studies. Honorary graduand, Professor Emeritus William Stewart Hoar, University of British Columbia. Prof. Richard A. Liversage, Department of Zoology, will give Convocation address. Convocation Hall. 2.30 p.m.

Tuesday, June 9

### Convocation.

School of Graduate Studies. Dean D.J. Tigert, Faculty of Management Studies, will give Convocation address. Convocation Hall. 2.30 p.m.

Wednesday, June 10

### Convocation.

Faculties of Applied Science & Engineering and Forestry. Dean G.R. Slemon, Faculty of Applied Science & Engineering, will give Convocation address. 2.30 p.m.

Thursday, June 11

### Convocation.

Scarborough College. Honorary graduand, Harry Thomas Patterson, Stratford, will give Convocation address. Convocation Hall. 10.30 a.m.

### Convocation.

Faculty of Medicine and School of Physical & Health Education. Dean F.H. Lowy, Faculty of Medicine, will give Convocation address. Convocation Hall. 2.30 p.m.

Friday, June 12

### Convocation.

Faculties of Music and Education (primary junior and junior intermediate divisions). Dean J.C. Ricker, Faculty of Education, will give Convocation address. Convocation Hall. 10.30 a.m.

### Convocation.

Faculties of Architecture & Landscape Architecture and Education (intermediate senior division). Prof. William F. Rock Jr., Department of Landscape Architecture, will give Convocation address. Convocation Hall. 2.30 p.m.

Saturday, June 13

### Artfest '81

Saturday, June 13 and Sunday, June 14, annual exhibition and sale of arts and

crafts at Erindale College will feature oil paintings, watercolours, weaving, pottery, ceramics, sculpture, wood and metal crafts. Continuous entertainment. On the campus at Erindale from 10 a.m. to 8 p.m. Saturday and 10 a.m. to 5 p.m. Sunday. All proceeds to Erindale scholarship fund and other charitable organizations.

Admission \$2, students and senior citizens \$1, children 50 cents, maximum per family \$5. Information, 828-5214. (Erindale College, Port Credit Rotary Club and City of Mississauga)

Monday, June 15

### Convocation.

University College and Trinity College. Prof. J. Stefan Dupré, Department of Political Economy, will give Convocation address. Convocation Hall. 2.30 p.m.

Tuesday, June 16

### Convocation.

Victoria College and bachelor of commerce, excluding those who have opted to graduate with their college group and students from Erindale College. Honorary graduand, Marnie Paikin, former chairman Governing Council, will give Convocation address. Convocation Hall. 2.30 p.m.

Wednesday, June 17

### Convocation.

Erindale College. Vice-Principal and Registrar Robin Ross, Erindale College, will give Convocation address. Convocation Hall. 10.30 a.m.

### Convocation.

New College and St. Michael's College. Principal R.S. Lockhart, New College, will give Convocation address. Convocation Hall. 2.30 p.m.

Friday, June 19

### Convocation.

Innis College, Woodsworth College and Faculty of Law. Honorary graduand, the Hon. Mr. Justice William Goldwin Carrington Howland, Chief Justice of Ontario, will give Convocation address. Convocation Hall. 2.30 p.m.

## Play

Tuesday, June 16

### Jeeves Takes Charge.

Adapted from P.G. Wodehouse and performed by Edward Duke, one-man show, post-London (Eng.) tour. Hart House Theatre. June 16 to 27; Tuesday to Friday at 8 p.m., Saturday 6.30 and 9.30 p.m. Tickets \$10 from box office or Students' Administrative Council. Information, 978-8668 or 978-4909. (SAC and RBI Productions)

# Forum

## Condemnation of OISE thesis topics 'uninformed'

In your May 11 issue, in an article titled *New OISE-U of T agreement endorsed by Academic Affairs* you have quoted statements by Professor David Dooley with respect to OISE thesis topics. According to the quote he identified three topics and described them as "intellectual abominations". I was surprised to find, among those three, the title of one thesis with which I had close involvement. Most emphatically I do not consider it an "intellectual abomination". (I admit that I had difficulty in coming to understand it, but I did not blame the contents of the thesis for my difficulty.)

On May 26 I telephoned Professor Dooley to learn more about the reasons for his assessment, particularly of the one thesis that I had studied carefully. I learned that he had not read those theses. He also questioned me on the meaning of a term used in the title of the one thesis familiar to me, from which I

infer that he did not understand the title. He also implied that he had not been quoted accurately but did not repeat what he had, in fact, said. Certainly he made no attempt to withdraw the sense of the condemnation that the *Bulletin's* reporter attributed to him.

If one has not read a thesis, how can one determine that it is an intellectual abomination? Such uninformed condemnation detracts from the goal of academic excellence which it seeks, perversely, to serve. It is also prejudicial to the authors of the theses and their advisers. Altogether it tends to bring the University into disrepute.

An irrelevant post script: I have not carefully studied the OISE program overall or in depth and hence have no rational basis either for defending it or for indicting it.

Henry A. Regier  
Institute for Environmental Studies

## UTFA leadership this year has been 'a breath of fresh air'

The *Bulletin* of March 30 contained two most unfortunate letters about the role of UTFA in the recent salary "negotiations".

In light of the history of the administration's performances over the years, and the attitude with which it has approached faculty salary and pension management questions, the moralistic lecturing by Brook *et al* can only be considered rather silly. When a vice-president replies in January to a letter addressed to the University in the previous October as did Alexander (letter reproduced in the UTFA newsletter) one can only conclude that the man is incompetent, arrogant or both. To further have the unmitigated audacity to say that UTFA may not see the report that concerns the dubious quality of the management of our pension fund is nothing short of treating the faculty with contempt. Against such a background how can Brook *et al* possibly speak of UTFA as taking a "negative, confrontational attitude"?

Similarly, the posturing and lecturing of Professor Smith in the same issue is distinctly tiresome. Far from making no sense at all to refer to the present administration as incompetent, it makes eminent sense. The senior management of this University above the decanal level has been markedly unimpressive for many years. What makes sense is to recognize this.

The letters of Smith and Brook *et al* would be most unfortunate if they were to be interpreted as reflecting the general

view of the faculty. I believe it needs to be said very clearly that many of us feel that the leadership of the faculty association during 1980-81 has been a breath of fresh air. The association has had the immense difficulty of persuading what is probably the most un-militant constituency in the country to care a little more about its material well-being. It is time we woke up to the fact that with our present attitudes we are like lambs to the slaughter. There can be few more conservative than I in matters of faculty organization but I for one have had enough of a nonsensical system where the employer is allowed to dictate his ability to pay. He is rarely the best judge, as the letter from Professor Galvin in the same issue of the *Bulletin* makes clear.

Let us have the honesty to be deeply grateful to the outgoing administration of UTFA. It is time we recognized that to state firmly what is acceptable and what is not acceptable to us is in no way confrontation. We should be grateful for men of courage.

John Gittins  
Department of Geology

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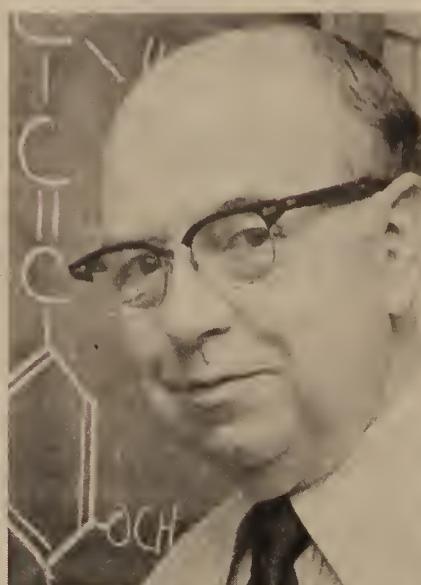
# Village BY THE Grange

## Rapson awarded Royal Society's Thomas W. Eadie medal

Professor W. Howard Rapson of the Department of Chemical Engineering & Applied Chemistry has been awarded the Thomas W. Eadie Medal of the Royal Society of Canada for his outstanding contributions to Canadian resource industry.

Born in Toronto in 1913, Rapson studied and instructed at the University until he obtained his PhD in 1941. In 1940 he joined the research department of the Canadian International Paper Company, and was head of pioneering research from 1942 to 1952.

There, among several new processes, he innovated the on-site manufacture of chlorine dioxide and its commercial use for bleaching pulp. He returned to U of T as professor of chemical engineering in 1953. He has published approximately 100 papers on fundamental and technological research and obtained 50 patents. He invented several improved processes for manufacturing chlorine dioxide, now used world-wide; established the conditions for producing very white and strong pulps for paper and board; and created new processes such as dynamic bleaching, now rapidly being adopted throughout



out the world, and the closed cycle bleached kraft mill, now being pioneered by Great Lakes Forest Products Ltd. at Thunder Bay. Rapson is a consultant to the industry and has lectured in most pulp and paper producing countries.

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The Gallery Dining Room is open for dinner Monday through Thursday 5 to 7 p.m. until June 18

Our luncheon buffet continues all summer 12 noon to 2 p.m. (until August 14)

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A classified ad costs \$5 for up to 35 words and \$.25 for each additional word. Your name counts as one word as does your phone number, but the components of your address will each be counted as a word.

A cheque or money order payable to University of Toronto must accompany your ad.

Ads must be submitted in writing, 10 days before Bulletin publication date, to Marion de Courcy-Ireland, Information Services, 45 Willcocks St. Ads will not be accepted over the phone.

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**Vacation Rental** Freeport, Bahamas. Furnished two-bedroom garden apartments on The Lucayan Beach. Excellent swimming, snorkelling and scuba diving. Ideal for family or two couples. US \$350 weekly. Daily and monthly rates available, 447-4613.

**Recently appointed faculty member** seeks two or three bedroom house or apartment near St. George campus from June to end August or longer. Please phone Department of Architecture, Marianna Wood, 978-3089.

**Short-term rental:** 3 bedroom, semi-detached, furnished house. Bloor-Ossington area, very close to all facilities. Suitable for visiting faculty. Available August 1 — Sept. 15, 1981. References. \$550 per month. 537-3968 after 6 p.m.

**Sabbatical on Vancouver Island:** Furnished four-bedroom family home for rent August 1, 1981 — July 1982. Large living room, dining room, kitchen, study; 2½ acres of wooded privacy two minutes from elementary school, five minutes from large shopping mall. Easy day-trips to Victoria, Gulf Islands, west coast, Vancouver, Campbell River. Call Jack Hodgins (604) 758-6519 or write 5543 Rutherford Road, Nanaimo, B.C. V9S 5N7. \$550 plus utilities.

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**Renovated Victorian.** One block from campus. Furnished, two bedrooms, loft, skylight, dishwasher, washer, dryer, garden, parking. 9 month lease starting September 1, \$875/month plus utilities. Professor D. Poirier, 978-6130.

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**Two-bedroom house** for rent, short walk to Lawrence subway, eight months beginning early September. Bathroom, washroom, garage, fireplace, gas heat (including water, dryer), five appliances, quiet neighbourhood. \$650 per month. G. Payzant, 481-0934, 978-6900.

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